

REQUEST FOR PROPOSAL (RFP)

Bid Event Number:	EVT0001558
Requisition ID:	10922
Replaces Contract:	11484
Date Mailed:	July 27, 2012
Closing Date:	September 6, 2012 at 2:00 PM
Procurement Officer:	Bonnie Edwards Telephone: 785-296-3125 E-Mail Address: bonnie.edwards@da.ks.gov Web Address: http://da.ks.gov/purch
Item:	Reintegration/ Foster Care/ Adoption Services
Agency:	Department for Children and Families
Period of Contract:	July 1, 2013 through June 30, 2017 (with two additional two-year renewal options available by mutual consent of the parties)
Guarantee:	No Monetary Guarantee Required
Scope:	This Contract shall cover the procurement of Reintegration Foster Care/ Adoption Services for the Department for Children and Families during the contract period referenced above.

Event Number EVT0001558 was recently posted to the Procurement and Contracts Internet website. The document can be downloaded by going to the following website:

<http://www.da.ks.gov/purch/Contracts/bids.aspx>

It shall be the bidder's responsibility to monitor this website on a regular basis for any changes/amendments.

Questions - No pre-proposal conference is scheduled for this Bid Event. Questions requesting clarification of the Bid Event must be submitted via email (in MS Word format) to the Procurement Officer indicated above prior to the close of business on August 9, 2012. Each question or clarification should reference the appropriate Bid Event section.

SIGNATURE SHEET

Item: Reintegration/ Foster Care/ Adoption Services

Agency: Department for Children and Families

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

Tax Number_____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

E-Mail _____

Signature_____ Date_____

Typed Name _____ Title_____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.

Award Contact Name_____

Mailing Address_____ City & State_____ Zip _____

Toll Free Telephone_____ Local_____ Cell: _____ Fax_____

E-Mail _____

1. INSTRUCTIONS

1.1. Bid Event ID / Reference Number:

The Bid Event ID / RFP number, indicated in the header of this page, as well as on the first page of this proposal, has been assigned to this RFP and MUST be shown on all correspondence or other documents associated with this RFP and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed only to the procurement officer reflected on Page 1 of this proposal. There shall be no communication with any other State employee regarding this RFP except with designated state participants in attendance ONLY DURING:

- Negotiations
- Contract Signing
- as otherwise specified in this RFP.

Violations of this provision by bidder or state agency personnel may result in the rejection of the proposal.

1.2. Negotiated Procurement:

This is a negotiated procurement pursuant to K.S.A. 75-37,102. Final evaluation and award will be made by the Procurement Negotiation Committee (PNC) consisting of the following entities (or their designees):

- Secretary of Department of Administration;
- Director of Purchases, Department of Administration; and
- Head of Using Agency

1.3. Appearance Before Committee:

Any, all or no bidders may be required to appear before the PNC to explain the bidder's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal; or, the PNC may award without conducting negotiations, based on the initial proposal. The PNC reserves the right to request information from bidders as needed. If information is requested, the PNC is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a revised technical and/or cost proposal/offer to the PNC, subject to a specified cut off time for submittal of revisions. Meetings before the PNC are not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut off time will be considered part of the bidder's revised offer.

No additional revisions shall be made after the specified cut off time unless requested by the PNC.

1.4. Cost of Preparing Proposal:

The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.

1.5. Preparation of Proposal:

Prices are to be entered in spaces provided on the cost proposal form if provided herein. Computations and totals shall be indicated where required. In case of error in computations or totals, the unit price shall govern. The PNC has the right to rely on any prices provided by bidders. The bidder shall be responsible for any mathematical errors. The PNC reserves the right to reject proposals which contain errors.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID / RFP number and closing date.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other bidder, competitor or public officer/employee.

Technical proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive.

1.6. Signature of Proposals:

Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. If the contract's contact will be a different entity, indicate that individual's contact information for communication purposes. Each proposal shall include the bidder's tax number.

1.7. Acknowledgment of Amendments:

All bidders shall acknowledge receipt of any amendments to this RFP by returning a signed hard copy with the bid. Failure to acknowledge receipt of any amendments may render the proposal to be non-responsive. Changes to this RFP shall be issued only by Procurement and Contracts in writing.

1.8. Modification of Proposals:

A bidder may modify a proposal by letter or by FAX transmission at any time prior to the closing date and time for receipt of proposals.

1.9. Withdrawal of Proposals:

A proposal may be withdrawn on written request from the bidder to the Procurement Officer at Procurement and Contracts prior to the closing date.

1.10. Competition:

The purpose of this RFP is to seek competition. The bidder shall advise Procurement and Contracts if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by Procurement and Contracts no later than five (5) business days prior to the bid closing date. The Director of Purchases reserves the right to waive minor deviations in the specifications which do not hinder the intent of this RFP.

1.11. Evaluation of Proposals:

Award shall be made in the best interest of the State as determined by the PNC or their designees. Although no weighted value is assigned, consideration may focus toward but is not limited to:

- Cost. Bidders are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations. The State reserves the right to award to the lowest responsive bid without conducting formal negotiations, if authorized by the PNC.
- Adequacy and completeness of proposal
- Bidder's understanding of the project
- Compliance with the terms and conditions of the RFP
- Experience in providing like services
- Qualified staff
- Methodology to accomplish tasks
- Response format as required by this RFP

1.12. Acceptance or Rejection:

The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this RFP; and unless otherwise specified, to accept any item in a proposal.

1.13. Proposal Disclosures:

At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested bidders or their representatives may be present at the announcement at the following location:

Kansas Department of Administration
Procurement and Contracts
900 Jackson Street, Room 102N
Topeka, KS 66612 1286

Bid results will not be given to individuals over the telephone or email. Results may be obtained after contract finalization by obtaining a bid tabulation from Procurement and Contracts by sending (do not include with bid):

- A check for \$3.00, payable to the State of Kansas
- A self-addressed, stamped envelope
- Bid Event ID Number

Send to:

Kansas Department of Administration
Procurement and Contracts
Attention: Bid Results/Copies
900 SW Jackson, Room 102N
Topeka, KS 66612 1286

Copies of individual proposals may be obtained under the Kansas Open Records Act by sending an email to janet.miller@da.ks.gov or calling 785-296-0002 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

1.14. Disclosure of Proposal Content and Proprietary Information:

All proposals become the property of the State of Kansas. The Open Records Act (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to

destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page and provided as separate from the main proposal. Pricing information is not considered proprietary and the bidder's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The bidder shall provide detailed written documentation justifying why this material should be considered "Proprietary". Procurement and Contracts reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

1.15. Exceptions:

By submission of a response, the bidder acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

1.16. Notice of Award:

An award is made on execution of the written contract by all parties.

2. PROPOSAL RESPONSE

2.1. Submission of Proposals:

Bidder's proposal shall consist of:

- One (1) original and twelve (12) copies of the Technical Proposal, including the signed Event Details document, applicable literature and other supporting documents;
- One (1) original and six (6) copies of the cost proposal including the signed Event Details document,
- Three (3) electronic / software version(s) of the technical and cost proposals are required. This shall be provided on CD or flash drive, in Microsoft® Word or Excel. Technical and cost responses shall be submitted on separate media.

All copies of cost proposals shall be submitted in a separate sealed envelope or container separate from the technical proposal. The outside shall be identified clearly as "Cost Proposal" or "Technical Proposal" with the Bid Event ID number and closing date.

Bidder's proposal, sealed securely in an envelope or other container, shall be received no later than 2:00 p.m., Central Time, on the closing date, addressed as follows:

Kansas Department of Administration
Procurement and Contracts
Proposal # (Indicated on Page 1)
Closing Date: (Indicated on Page 1)
900 SW Jackson Street, Room 102N
Topeka, KS 66612 1286

It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late bid submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late

Technical and/or Cost proposals will be retained unopened in the file and not receive consideration or may be returned to the bidder.

2.2. Proposal Format:

Bidders are instructed to prepare their Technical Proposal following the same sequence as this RFP.

2.3. Transmittal Letter:

All bidders shall respond to the following statements:

- (a) the bidder is the prime contractor and identifying all subcontractors;
- (b) the bidder is a corporation or other legal entity;
- (c) no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal;
- (d) the bidder does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability;
- (e) no cost or pricing information has been included in the transmittal letter or the Technical Proposal;
- (f) the bidder presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict;
- (g) the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;
- (h) whether there is a reasonable probability that the bidder is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the bidder which would relate to the performance of this contract. If the statement is in the affirmative, the bidder is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the State and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the bidder will obtain a similar certification and authorization and failure to do so will constitute grounds for termination for cause of the contract at the option of the State;
- (i) bidder agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the RFP, contract or modification shall be accompanied by reductions in state payments to Contractor; and
- (j) the bidder has not been retained, nor has it retained a person to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract for cause and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2.4. Bidder Information:

The bidder must include a narrative of the bidder's corporation and each subcontractor if any. The narrative shall include the following:

- (a) date established;
- (b) ownership (public, partnership, subsidiary, etc.);
- (c) number of personnel, full and part time, assigned to this project by function and job title;
- (d) resources assigned to this project and the extent they are dedicated to other matters;
- (e) organizational chart;
- (f) financial statement may be required.

2.5. Qualifications:

A description of the bidder's qualifications and experience providing the requested or similar service, including resumes of personnel assigned to the project stating their education and work experience, shall be submitted with the Technical Proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must have sufficient personnel to meet the deadlines specified in the RFP.

2.6. Timeline:

A timeline for implementing services must be submitted with the bid.

2.7. Methodology:

Bidders shall submit with the bid, a detailed explanation of the methodology for implementing services described in Section 4.

2.8. References:

Provide four references who have purchased similar items or services from the bidder in the last five years. References shall show firm name, contact person, address, e-mail address and phone number. Bidder's employees and the buying agency shall not be shown as references.

2.9. Procurement Card (P-Card):

Many State Agencies use a State of Kansas Procurement Card (currently Visa) in lieu of a state warrant to pay for certain purchases. No additional charges will be allowed for using the P-Card. Bidders shall indicate on the Event Details document if they will accept the Procurement Card for payment.

2.10. Political Subdivisions:

Political subdivisions (City, County, School Districts, etc.) are permitted to utilize contracts administered by Procurement and Contracts. Please state in the area provided on the Event Details document whether or not you will allow this usage. Conditions included in this contract shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The Contractor must deal directly with the political subdivision.

3. TERMS AND CONDITIONS

3.1 Contract Documents:

This RFP, any amendments, the response and any response amendments of the Contractor, and the State of Kansas DA-146a (Contractual Provision Attachment) shall be incorporated into the written contract, which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA 146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- the RFP, including any and all amendments;
- and Contractor's written proposal submitted in response to the RFP as finalized.

3.2 Contract:

The successful bidder will be required to enter into a written contract with the State. The contractor agrees to accept the provisions of Form DA 146a (Contractual Provisions Attachment), which is incorporated into all contracts with the State and is incorporated into this RFP.

3.3 Contract Formation:

No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

3.4 Notices:

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") that may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

Kansas Department of Administration
Procurement and Contracts
900 SW Jackson St, Room 102N
Topeka, Kansas 66612-1286
RE: Bid Event ID Number (on page 1)

or to any other persons or addresses as may be designated by notice from one party to the other.

3.5 Termination for Cause:

The Director of Purchases may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

- the Contractor fails to make delivery of goods or services as specified in this contract;
- the Contractor provides substandard quality or workmanship;
- the Contractor fails to perform any of the provisions of this contract, or
- the Contractor fails to make progress as to endanger performance of this contract in accordance with its terms.

The Director of Purchases shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as State may authorize in writing), the Director of Purchases shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

3.6 Termination for Convenience:

The Director of Purchases may terminate performance of work under this contract in whole or in part whenever, for any reason, the Director of Purchases shall determine that the termination is in the best interest of the State of Kansas. In the event that the Director of Purchases elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

3.7 Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Contract may be barred for a period up to three (3) years, pursuant to KSA 75-37,103, or have their work evaluated for pre-qualification purposes pursuant to K.S.A. 75-37,104.

3.8 Rights and Remedies:

If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the State in the manner and to the extent directed, any completed materials. The State shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to or goods were accepted by State subject to any offset by State for actual damages including loss of federal matching funds.

The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

3.9 Force Majeure:

The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

3.10 Waiver:

Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

3.11 Independent Contractor:

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation, social security, income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

3.12 Staff Qualifications:

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the contract specifications may result in termination of this contract or damages.

3.13 Subcontractors:

The Contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

The State of Kansas requires tax clearance certificates for all subcontractors be submitted with the technical proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.

3.14 Proof of Insurance:

Upon request, the Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to Procurement and Contracts.

3.15 Conflict of Interest:

The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

3.16 Confidentiality:

The Contractor may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Contractor. On the termination or expiration of this contract, Contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

3.17 Nondiscrimination and Workplace Safety:

The Contractor agrees to abide by all federal, state and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws or rules or regulations may result in termination of this contract.

3.18 Environmental Protection:

The Contractor shall abide by all federal, state and local laws, and rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws or rule or regulations may result in termination of this contract for cause.

3.19 Hold Harmless:

The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright

or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

3.20 Care of State Property:

The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract. The Contractor shall reimburse State for such property's loss or damage caused by Contractor, normal wear and tear excepted.

3.21 Prohibition of Gratuities:

Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State employee at any time.

3.22 Retention of Records:

Unless the State specifies in writing a different period of time, the Contractor agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of six (6) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds six (6) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the six (6) year post contract period. Delivery of and access to the records shall be within six (6) business days at no cost to the state.

3.23 Antitrust:

If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

3.24 Modification:

This contract shall be modified only by the written agreement and approval of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

3.25 Assignment:

The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. State may reasonably withhold consent for any reason.

This contract may terminate for cause in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

3.26 Third Party Beneficiaries:

This contract shall not be construed as providing an enforceable right to any third party.

3.27 Captions:

The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

3.28 Severability:

If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

3.29 Governing Law:

This contract shall be governed by the laws of the State of Kansas and shall be deemed executed in Topeka, Shawnee County, Kansas.

3.30 Jurisdiction:

The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas District Court of Shawnee County, unless otherwise specified and agreed upon by the State of Kansas. Contractor waives personal service of process, all defenses of lack of personal jurisdiction and forum non conveniens. The Eleventh Amendment of the United States Constitution is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this Agreement shall be deemed a waiver of the Eleventh Amendment.

3.31 Mandatory Provisions:

The provisions found in Contractual Provisions Attachment (DA 146a) are incorporated by reference and made a part of this contract.

3.32 Integration:

This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This Agreement between the parties shall be independent of and have no effect on any other contracts of either party.

3.33 Debarment of State Contractors:

Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. 75-37,103, or have its work evaluated for pre-qualification purposes. Contractor shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or will perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

3.34 Immigration and Reform Control Act of 1986 (IRCA):

All contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the contractor as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) Form.

With the submission of this bid, the contractor hereby certifies without exception that such contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination for cause and any applicable damages.

Unless provided otherwise herein, all contractors are expected to be able to produce for the State any documentation or other such evidence to verify Contractor's IRCA compliance with any provision, duty, certification or like item under the contract.

Contractor will provide a copy of a signed Certification Regarding Immigration Reform and Control Form (see <http://www.da.ks.gov/purch/CertificationImmigrationForm.doc>) with the technical proposal.

3.35 Worker Misclassification:

The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

3.36 Injunctions:

Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, Contractor shall not be entitled to make or assert claim for damage by reason of said delay.

3.37 Statutes:

Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

3.38 Federal, State and Local Taxes:

Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. The State of Kansas is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's price quotation. Upon request, the State shall provide to the Contractor a certificate of tax exemption.

The State makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

3.39 Accounts Receivable Set-Off Program:

If, during the course of this contract the Contractor is found to owe a debt to the State of Kansas, agency payments to the Contractor may be intercepted / setoff by the State of Kansas. Notice of the setoff action will be provided to the Contractor. Pursuant to K.S.A. 75-6201 et seq, Contractor shall have the opportunity to challenge the validity of the debt. If the debt is undisputed, the Contractor shall credit the account of the agency making the payment in an amount equal to the funds intercepted.

K.S.A. 75-6201 et seq. allows the Director of Accounts & Reports to setoff funds the State of Kansas owes Contractors against debts owed by the Contractors to the State of Kansas. Payments setoff in this manner constitute lawful payment for services or goods received. The Contractor benefits fully from the payment because its obligation to the State is reduced by the amount subject to setoff.

3.40 Definitions:

A glossary of common procurement terms is available at <http://da.ks.gov/purch>, under "Purchasing Forms".

3.41. Indefinite Quantity Contract:

This Request is for an open-ended contract between a Contractor and the State to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

3.42. HIPAA Confidentiality:

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), the agency is a covered entity under the act and therefore Contractor is not permitted to use or disclose health information in ways that the agency could not. This protection continues as long as the data is in the hands of the Contractor.

The Contractor shall establish and maintain procedures and controls acceptable to the agency to protect the privacy of members' information. Unless the Contractor has the member's written consent, the Contractor shall not use any personally identifiable information obtained for any reason other than that mandated by this agreement

3.43. Off-Shore Sourcing:

Bidders shall disclose in their bid response the location where the contracted services will be performed and whether or not any of the work necessary to provide the contracted services will be performed at a site outside the United States.

If, during the term of the contract, the Contractor or subcontractor plans to move work previously performed in the United States to a location outside of the United States, the Contractor shall immediately notify Procurement and Contracts and the respective agency in writing, indicating the desired new location, the nature of the work to be moved and the percentage of work that would be relocated. The Director of Purchases, with the advice of the respective agency, must approve any changes prior to work being relocated. Failure to obtain the Director's approval may be grounds to terminate the contract for cause.

3.44. Experience:

All bidders are preferred to have a minimum of five years continuous active participation in the applicable industry, providing equipment/services comparable in size and complexity to those specified herein.

Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the bidder has completed.

3.45. Payment:

Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon K.S.A. 75-6403(b). This Statute requires state agencies to pay the full amount due for goods or services on or before the 30th calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the Contractor and the state agency. NOTE: If the 30th calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the Contractor's response.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

3.46. Ownership:

All data, forms, procedures, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using agency.

3.47. Data:

Any and all data required to be provided at any time during the bid process or contract term shall be made available in a format as requested and/or approved by the State.

3.48. Submission of the Bid:

Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the State of Kansas.

3.49. Transition Assistance:

In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to State to allow for a functional transition to another vendor.

3.50. Award:

Award will be by region or group of regions, whichever is in the best interest of the State of Kansas.

4. SPECIFICATIONS

The State of Kansas is issuing this Request for Proposal to obtain competitive responses from bidders to provide Reintegration/Foster Care/Adoption Services, per the attached specifications, for the Department for Children and Families, Division of Prevention and Protection Services (PPS), Topeka, KS.

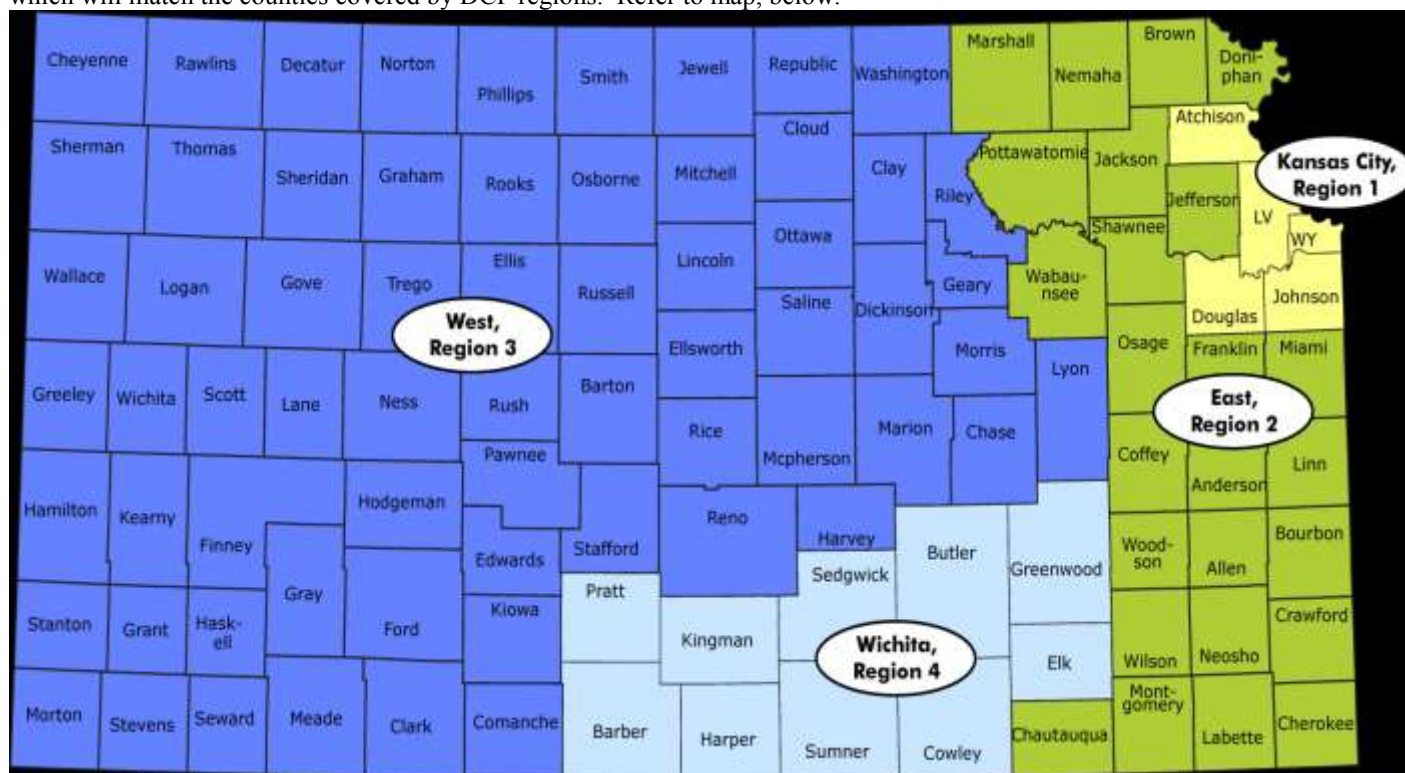
4.1. **Term of Contract:** The term of this contract is for a four (4) year(s) period from the date of award with two (2) additional two (2) year renewal(s) by written agreement of the parties. Costs will be renegotiated every two (2) years.

4.2. **Background:**

The Secretary of the Department for Children and Families (DCF) is responsible to assure that children in her custody are safe, have their needs met, and have permanent, legal connections to a family. PPS has contracted for Family Preservation, Reintegration/Foster Care and Adoption Services to achieve these goals since 1996. The contracts for these services have evolved over time.

When a child is not safe in their home and DCF determines that services to the family are not sufficient to mitigate the threat of harm to the child, DCF works with the County/District Attorney to request that the court place the child in the custody of the Secretary of DCF for out-of-home placement. A referral is then made to the Reintegration/Foster Care/Adoption Services Contractor, who will work with the child and family to achieve permanency.

Reintegration/Foster Care/Adoption Services are to be delivered through four (4) geographic catchment contract regions in the state, which will match the counties covered by DCF regions. Refer to map, below.



Vendor Information File: DCF has reference material available for review in the Vendor Information File. Information about staff involved in the KIPP project is included in this file. This information has been assembled to assist bidders in the preparation of their proposals and to assure that all bidders have equal access to information.

The following information may be accessed from the websites listed below:

Prior Contracts and RFP and Supplemental Information

<http://www.dcf.ks.gov/services/PPS/Pages/Reintegration-FosterCare-AdoptionContracts.aspx>

Reintegration/Foster Care/Adoption Services RFP and Questions and Answers, 2009

Fiscal and Caseload Information

Outcomes

Section I. - K.S.A. & K.A.R. References on the Web.

1. K.S.A. Web Instruction - At the address; http://www.kslegislature.org/li/b2011_12/statute/. Enter the statute reference number.
Kansas Statutes Annotated:
 - A. K.S.A. 38-2200 et seq., Revised Kansas Code for Care of Children
 - B. K.S.A. 38-2300 et seq. Revised Kansas Juvenile Justice Code
 - C. K.S.A. 59-2111 through 59-2143 Kansas Adoption and Relinquishment Act
 - D. K.S.A. 39-1601 et seq. Kansas Mental Health Reform Act
 - E. K.S.A. 65-501 through 65-534 Kansas Laws and Regulations for Licensing Family Foster Homes for Children
 - F. K.S.A. 38-1008 et seq. Interstate Compact on Juveniles
 - G. K.S.A. 38-1201 et seq. Interstate Compact on Placement of Children
- Kansas Administrative Regulations:*
 2. K.A.R. Web Instruction - At the address; <http://www.kslegislature.org> go to "I Want to Find." Select " Kansas Administrative Regulations." Enter the regulation number.
 - A. 28-4-170 through 28-4-179 Kansas Child Placing Agency Regulations
 - B. 28-4-800 through 28-4-825 Kansas Rules and Regulations for Family Foster Homes for Children

Section II. - Public Law.

- A. Public Law Web Instruction - At the address <http://www.acf.hhs.gov/> enter the reference number of the Public Law.
- B. Public Law 105-89 Adoption and Safe Families Act (ASFA)
- C. Public Law 96-272 Adoption Assistance and Child Welfare Act
- D. Public Law 109-288 The Child and Family Services Improvement Act of 2006
- E. Public Law 109-248 The Adam Walsh Child Protection and Safety Act of 2006
- F. Public Law 109-239 The Safe and Timely Interstate Placement of Foster Children Act of 2006

Section III. - Interstate Compacts.

- A. Interstate Compact on the Placement of Children (ICPC); <http://www.aphsa.org/>
- B. Interstate Compact on Adoption and Medical Assistance (ICAMA); <http://aaicama.aphsa.org/>
- C. Interstate Compact on Juveniles (ICJ); <http://www.csg.org/programs/ncic/InterstateCompactforJuveniles.aspx>

Section IV. - Indian Child Welfare Act.

The Indian Child Welfare Act (ICWA) 25 USC 1901 et seq; http://www.nicwa.org/Indian_Child_Welfare_Act/

Section V. - Federal Independent Living Regulations

http://www.acf.hhs.gov/cwpm/programs/cb/laws_policies/laws/cwpm/policy.jsp?idFlag=3

Section VI. - Multi-Ethnic Placement Act.

Multi-Ethnic Placement Act (MEPA) of 1994 and amended by the Inter-Ethnic Adoption Provisions of 1996 (IEP).

http://www.acf.hhs.gov/cwpm/programs/cb/laws_policies/laws/cwpm/policy.jsp?idFlag=4

Section VII. - The American with Disabilities Act.

ADA; <http://www.usdoj.gov/crt/ada/adahom1.htm>

Section VIII. - Health Insurance Portability and Accountability Act.

HIPAA; <http://www.hhs.gov/ocr/privacy/>

Section IX. - Agency Web Sites.

<http://www.dcf.ks.gov> - Department for Children and Families (DCF). Description of programs, services and data reports may be found on the DCF website.

<http://www.kdheks.gov> - Kansas Department of Health and Environment (KDHE)

<http://www.hhs.gov/> - Department of Health and Human Services (Federal)

Section X. - General Medicaid Provider Manuals and Subsequent Bulletins (PIHP and PHAP)

<http://www.kdheks.gov/>

Section XI. - Casey Life Skills Book.

<http://www.caseylifeskills.org>

Section XII. - Adopt US Kids.

<http://www.adoptuskids.org>

Section XIII. – Home and Community Based Services (HCBS) Wavier.

<http://www.kdads.ks.gov> (Select Services)

Section XIV. - Addiction and Prevention Services (AAPS).

<http://www.kdads.ks.gov> (Select Services)

<http://www.ncsacw.samhsa.gov>

Section XV. – Prevention and Protection Services (PPS)

<http://www.dcf.ks.gov/services/PPS/Pages/default.aspx>

<http://www.dcf.ks.gov/services/PPS/Pages/PPSreports.aspx> - Outcomes, Data and Reports

<http://www.dcf.ks.gov/services/PPS/Pages/PPSpolicies.aspx> - Policy & Procedure Manual

<http://www.dcf.ks.gov/services/PPS/Pages/ChildWelfareMonitoring.aspx> - Quality Assurance

<http://www.dcf.ks.gov/services/PPS/Documents/CWHandbookofServices/HandbookOfServices.pdf> - Handbook of Services

Section XVI. - Child Welfare League of America (CWLA) -

<http://cwla.org/>

4.3. Scope of Work:

4.3.A. Service Description:

The technical proposal shall demonstrate the bidder's ability to design, develop, implement, and deliver Reintegration/Foster Care/Adoption Services to an identified DCF client population. The technical proposal is expected to reflect the bidder's understanding of the issues concerning this population along with the bidder's underlying vision, mission, and values as related to satisfying the needs of this population. The technical proposal shall demonstrate adherence to family-based best practices. The bidder shall clearly delineate assumptions related to program design and implementation in the technical proposal. The bidder may submit proposals for more than one region. Separate technical and cost proposals are required for each region. The cost proposal may include a narrative regarding savings from economies of scale of a multiple region award.

Contract Regions shall match DCF Regions, as depicted in the above map.

Through this Request for Proposal and contracting process, DCF seeks to enhance the quality of the Child Welfare service system, provide for safety and stability in placement, and achieve timely permanencies for children. The Reintegration/Foster Care/Adoption Contractor works with families who have children in the custody of the Secretary and who are placed outside of the home. The contractor provides placement services for the child and case management services to the child and family while the child is in out-of-home placement and through a 12-month aftercare period.

The Contractor assists the family with reintegration of the child(ren) into their home. When children are not able to return home, the Contractor is responsible for achieving an alternative permanency for the child. The child may have an identified family such as a relative, kin or foster family who is willing to become their legal family, either through adoption or permanent custodianship. In these instances the Contractor is expected to work with the child and family to achieve permanency, and provide the pre-placement and post-placement services. When the child has no identified family resource, the Contractor shall conduct a child specific recruitment effort and register the child on the adoption exchange to maximize the child's opportunity for permanency. In these instances, The Adoption Exchange is accessed through its web site to seek possible matches for children who need adoptive resources. The Contractor will engage Other Planned Permanent Living Arrangements for youth for whom another permanency is not currently available, and the contractor will provide services to help the youth attain skills to successfully achieve self-sufficiency.

DCF is committed to weaving the six (6) protective factors [as developed by the Center for the Study of Social Policy] into all aspects of the child welfare system, and expect them to be a part of all contracts. Bidders shall explain how these factors will be implemented in their service proposals. The six (6) protective factors known to reduce child maltreatment should be integrated within families, across systems and throughout communities. They are:

- 1) Nurturing and Attachment – A child's ability to interact positively with others, to self-regulate, and to effectively communicate his or her emotions has a great impact on the parent-child relationship. A child's social and emotional development is highly dependent on the quality of a young child's primary relationships. How caregivers respond to children's emotional expression profoundly influences how they learn to process, understand, and cope with such feelings as anger, happiness, and sadness. Promoting positive behavior and responses in children could strengthen parent-child relationships.
- 2) Knowledge of Parenting and Child and Youth Development – Extensive research links healthy child development to effective parenting. Children thrive when parents provide not only affection, but also respectful communication and listening, consistent rules and expectations, and safe opportunities that promote independence. Successful parenting fosters psychological adjustment, helps children succeed in school, encourages curiosity about the world, and motivates children to achieve.
- 3) Parental Resilience – Parents who can cope with the stresses of everyday life, as well as an occasional crisis, have resilience; they have the flexibility and inner strength necessary to bounce back when things are not going well. Multiple life stressors, such as a family history of abuse or neglect, health problems, marital conflict, or domestic or community violence – and financial stressors such as unemployment, poverty, and homelessness – may reduce a parent's capacity to cope effectively with the typical day-to-day stresses of raising children.
- 4) Social connections – Parents with a social network of emotionally supportive friends, family and neighbors often find that it is easier to care for their children and themselves. Most parents need people they can call on once in a while when they need a sympathetic listener, advice, or concrete support. Research has shown that parents who are isolated, with few social connections, are at higher risk for child abuse and neglect.
- 5) Concrete support – Partnering with parents to identify and access resources in the community may help prevent the stress that sometimes precipitates child maltreatment. Providing concrete support may also help prevent the unintended neglect that sometimes occurs when parents are unable to provide for their children.
- 6) Social and Emotional Competence of Children - Parents support healthy social and emotional development in children when they model how to express and communicate emotions effectively, self-regulate, and make friends. A child's social and emotional competence is crucial to sound relationships with family, adults, and peers. Conversely, delayed social-emotional development may obstruct healthy relationships. Early identification of such delays and early assistance for children and parents can provide support for family relationships and sustain positive and appropriate development.

4.3.B. Service Delivery

- 1) Service delivery shall be consistent with family centered practice principles.

As noted on the Child Welfare Information Gateway website www.childwelfare.gov family-centered practice is characterized by mutual trust, respect, honesty, and open communication between parents and service providers. Families are active participants in the development of policy, program design and evaluation, and they are active decision-makers in selecting services for themselves and their children.. Family and child assessment is strengths-based and solution-focused. Services are community-based and build upon informal supports and resources.

- a) Family-centered practice is based upon these core values:
 - 1) The best place for children to grow up is in families;
 - 2) Providing services that engage, involve, strengthen and support families is the most effective approach to ensuring children's safety, permanency and well-being.
- b) Key components of family-centered practice include:
 - 1) Working with the family unit to ensure the safety and well-being of all family members;
 - 2) Strengthening the capacity of families to function effectively;
 - 3) Engaging, empowering, and partnering with families throughout the decision and goal-making process;
 - 4) Providing individualized, culturally responsive, flexible, and relevant services for each family;
 - 5) Linking families with collaborative, comprehensive, culturally relevant, community-based and faith-based networks for supports and services.
- 2) Service delivery shall also include a practice model that address the emotional trauma associated with the child's maltreatment and removal from the home.

4.3.C. Relationships with child welfare community partners:

- (1) Develop and maintain effective local partnerships with faith based and community organizations such as community mental health centers (CMHCs), community developmental disability organizations (CDDOs), workforce investment service providers, substance abuse treatment providers, and Juvenile Corrections Advisory Boards, schools, CASA, Head Start, Early Head Start, other local child-placing agencies (CPAs), Juvenile Justice Authority, Juvenile Intake and Assessment Centers, domestic violence service providers, advocacy groups, and others as needed.
- (2) Collaborate with the community stakeholders, including but not limited to courts and other contractors, to reflect professional relationships.
- (3) Describe how partnerships with community stakeholders will be developed/maintained.

4.3.D. Bridging Between Contractors:

- (1) If the Family Preservation Provider has an open case at the time of the referral to the Reintegration/Foster Care/Adoption Provider, the case manager from the Family Preservation Provider shall be invited to attend the initial team meeting with the family.
- (2) All information shall be shared with the Adoption Exchange contractor, to assure that all children in Kansas who do not have an identified adoptive resource have the best possible chance to achieve permanency.
- (3) When a prospective adoptive family is sponsored by a Child Placing Agency that is different from the Contractor, agreements shall be developed between the contractor and agencies regarding reasonable and appropriate payments for services rendered. Prospective adoptive parents shall not be responsible for the costs of the service, and there shall not be delays or prohibitions in the placement of the child or finalization of the adoption.

4.3.E. Constituency Services:

- (1) The contractor shall maintain a process for responding timely as dictated by DCF policy to consumer complaints and shall inform and collaborate with DCF as to the resolution of these complaints. Response to DCF is required on a DCF specified form, within three (3) working days from the complaint date or sooner if requested by DCF. Bidders shall include their model of complaint response in an addendum to the proposal.
- (2) As defined by DCF policy, if the concern is a Critical Incident, a response may be required by the Contractor the same day or next business day from the event.
- (3) At DCF discretion, the contractor shall make work space available for a DCF staff person to be in a contractor office with access to all contract staff, files and records.

4.3.F. Recruitment and Retention of Foster Families:

- (1) Expectations of the Contractor's Recruitment and Retention Process:
 - (a) Establish and maintain a Statewide Recruitment Plan that addresses the best interests and needs of children in care. Bidders shall include their Recruitment and Retention Plans in an addendum to the proposal.
 - (b) Shall not recruit existing homes sponsored by other CPA's.
 - (c) Target recruitment for the population of children in care.
 - (d) Families complete training per DCF policy prior to receiving a placement, unless it is a relative placement.
 - (e) Assure the worker who completes the home assessment of the foster/adoptive family receives the information gathered during the training process.
 - (f) Assure foster families receive additional training as necessary to meet the needs of children who may be or are placed in their home.
 - (g) Complete a Comprehensive Foster Family Assessment as outlined in DCF policy and maintain annual updates.
 - (h) Participate in, encourage, and support the implementation and maintenance of a statewide foster parent association.
 - (i) Participate in the Adopt US Kids Campaign, www.adoptuskids.org
 - (j) Shall register prospective adoptive families without an identified child on the Statewide Adoption Exchange, www.adoptuskids.org, within 5 days of the adoptive assessment being approved.
- (2) Expectations for Child Placement and Sharing of Foster Homes between Contractors
 - (a) Contractors shall utilize each other's homes to assure children are placed in the most appropriate environment. Contractors shall not utilize placement practices against the best interest of the child merely to maintain a child in the contractor's foster home network.
 - (b) Affiliate agreements shall be negotiated with other CPA's and group residential providers if a contractor anticipates using their foster families or facilities for placements.
- (3) Expectations Regarding the Work with Foster families:

Contractors shall assure foster families help support the reunification process by working closely with the birth family as mentors, facilitating consistent and frequent visitation, and helping the child foster relationships with their birth family.
- (4) Expectations Regarding Contractor Relationships with Foster Families:
 - (a) Contractors shall positively collaborate with foster families, regardless whether sponsored by their own or other Child Placing Agencies. The child's known history and all child specific records shall be fully disclosed to placement providers prior to placement. Failure to disclose this information may result in action by DCF. Communication between foster families, Child Placing Agencies and departments within Provider agencies shall be demonstrated.
 - (b) Bidders shall include their model of foster parent reimbursement, payment structure and support as an addendum to the proposal. The model shall assure that foster parents receive the support to assist in improving the well-being of children in the Secretary's care.
 - (c) Contractors shall have an advisory board, each member of which is subject to DCF approval, comprised of an adoptive parent, a foster parent, or a representative from the Foster Parent organization, a representative from the legal community, DCF, and the state legislature, a youth or foster care alumni, a birth parent served by the child welfare system, an education representative, CMH representative, and CDDO representative that meets and submits reports to DCF at least quarterly. Proposals shall include a list of proposed and committed members. The board shall not exceed eleven total members.

4.3.G. Administrative Requirements: Adhere to all policies, rules, administrative regulations, and statutes which are applicable to providing foster care/ out of home placement, and child welfare services for children and families under this contract, including:

- (1) Kansas Statutes and Administrative Rules and Regulations governing child placing agencies, group boarding homes and residential centers, family foster homes, and daycare homes and centers. (KSA 65-501 through 65-531, KAR 28-4-800 through 28-4-835 and KAR 28-4-170 through 179).
- (2) Kansas Revised Code for Care of Children (KSA 38-2200 et. seq.).
- (3) Kansas Revised Juvenile Justice Code (KSA 38-2300 et. seq.).
- (4) Interstate Compact on the Placement of Children/Juveniles (ICPC/ICJ) (KSA 38-1201 et seq. and K.S.A. 38-101 et seq. or K.S.A. 38-1008 et seq.).
- (5) Interstate Compact on Adoption and Medical Assistance (ICAMA).
- (6) The Indian Child Welfare Act (ICWA) (25 USC 1901 et seq.).
- (7) Title IV-E of the Social Security Act.
- (8) Multi-Ethnic Placement Act (MEPA) of 1994, as amended by the Interethnic Adoption Provisions of 1996 (IEPA).
- (9) Fostering Connections Act
- (10) Children and Family Service Innovation and Improvement Act
- (11) Children and Family Services Review (CFSR) and any potential Program Improvement Plan (CFSR PIP).
- (12) Prevention and Protection Services Policy and Procedures Manual (PPM).
- (13) National Standards for Treatment Foster Care.
- (14) Federal Independent Living Requirements (John H. Chafee Foster Care Independence Act).
- (15) The Americans with Disabilities Act (ADA).
- (16) Kansas Mental Health Reform Act KSA 39-1601.
- (17) Medicaid Provider Manuals and subsequent bulletins.
- (18) Federal Prohibition Against National Origin Discrimination including Limited English Proficiency (LEP).
- (19) The Contractor is required to ensure written information is available in the prevalent non-English languages in its particular service area.
- (20) Any other statutes, policies, and regulations DCF deems applicable to the performance of services herein.
- (21) Contractor Qualifications:
 - (a) The bidder must be licensed to do business in the State of Kansas.
 - (b) The bidder must be accredited with a national child welfare organization. Bidders must provide a letter from the accrediting body reflecting current standing and submit results of the most recent re-accreditation survey.
 - (c) The bidder must include a discussion of its qualifications and experience in providing the services that are the subject of this RFP. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of mobilizing sufficient personnel to meet the dealings specified in the Request. The bidder shall discuss how the organizational structure will facilitate the delivery of services.

- (d) The technical proposal shall include resumes of executive personnel assigned to the project commencing with the contract administrator and above. The proposal shall include other job descriptions for those filling professional and paraprofessional positions.
- (22) For services covered by Medicaid, the contractor will be required to enroll as a Kansas Provider and will follow all applicable requirements for participation as set forth in federal and state statutes and regulations, and any related Program policies, within the authorities of such statutes and regulations of the applicable State Agencies. The provider shall also agree to comply with all state and federal laws and regulations applicable to services delivered and professional activities. The Kansas Medicaid Provider Manual, Provider Manual revisions and Provider Bulletins represent official Medicaid program limitations and requirements that providers must follow to receive payment and to continue participation in the Medicaid program under K.A.R. 30-5-59c(1). The Manual is in addition to the requirements of the Medicaid Provider Agreement and any other contracts such as managed care contracts. The contractors are encouraged to partner with KanCare Managed Care Organizations (MCOs) to help implement the features of Medicaid Reform as they relate to people who access Medicaid funded services served by the contractors. We encourage the contractors' collaboration with KDADS, KDHE and MCO staff to support people being served by contractors to maximize their access to and utilization of services, supports and opportunities associated with the KanCare program, including:
- 1) Participation by contractor staff in outreach/education efforts to inform KanCare members about Medicaid Reform, KanCare, health homes and related opportunities and changes.
 - 2) Active engagement of case managers to ensure effective coordination of care and access to physical health, behavioral health, community based disability and other KanCare options, and to inform members and their families/supporters as to benefits available to them in the KanCare program.
 - 3) Participation with readiness activities to ensure that contractor, members, family members/supporters are prepared for any needed service inclusion in the KanCare.
- (23) The minimum staff qualifications necessary to protect children while maintaining the contractor's ability to retain and recruit qualified staff include as follows:
- (a) All staff providing direct services to consumers shall have annual criminal record checks through the Kansas Bureau of Investigation, and be cleared annually through the Kansas Child Abuse and Neglect Central Registry. Staff who have relocated to Kansas in the last five years shall have an FBI fingerprint check. The FBI fingerprint check is only required one time at the time of hire.
 - (b) Every staff member in a Professional position, including Case Managers and Social Workers, shall have a Bachelor's Degree in the human services field from an accredited university, and shall be licensed by the Behavioral Sciences Regulatory Board (i.e. Social Worker; Marriage and Family Therapist; Master Psychologist; Professional Counselor and/or Alcohol and Drug Counselor).
 - (c) All supervisors shall have a Bachelor's Degree in the human service field, and have at least three years' experience or additional education in children and family services.
 - (d) All paraprofessionals working directly with families and children shall have a High School diploma, or equivalent, and two years' experience in the children and family services field.
 - (e) Clinicians and therapists shall be licensed by the Behavioral Sciences Regulatory Board and meet the Boards educational and experience requirements;
 - (f) Staff assigned to recruit foster families shall know the demographics of the children needing both foster and adoptive care in the State of Kansas and have knowledge of requirements (regulatory and state policy) to become a foster/adoptive resource.
- (24) The Contractor shall, on a continual basis, notify DCF Prevention and Protection Services (PPS) in writing of all initial subcontractors and subsequent changes in subcontractors utilized in the execution of this agreement.
- (a) The Contractor shall maintain updated information on all subcontractors, including 24 hour contact numbers.
 - (b) Contractors are responsible for collecting information necessary to fulfill the contract from the subcontractors and submit the information directly to DCF. The contractor shall conduct Quality Assurance monitoring of the subcontractors, the results of which shall be shared with DCF at least annually.
- (25) The bidder shall describe their model of Quality Assurance in the proposal.

- (26) Upon request, the bidder shall present an affidavit of Professional Liability, Automobile Liability Coverage for Client Transportation and General Liability for Foster Parents Insurance to the Office of Procurement and Contracts. Contract award may be contingent upon proof of insurance.
- (27) DCF reserves the right, at its own expense, to pursue and implement innovative or other proven outcome-based programs, including the possible engagement of supplemental service organizations that DCF may deem appropriate for such a program's operation that will work in conjunction with the Contractor to fulfill the mission of DCF. The Contractor agrees to fully cooperate with any such endeavor, but with no obligation by the Contractor to assume any additional costs under this agreement.
- (28) In the event the contractor withdraws, or the contract is terminated, the contractor shall collaborate in a transition plan approved by DCF with the ensuing contractor. Both contractors shall designate staff to serve on a transition team to design the plan, with this team being activated within ten (10) working days after the notification of contract awards. The transition plan shall assure a smooth transition to avoid disruptions, provide for the safety and well-being of children, and provide necessary information to all concerned parties.
- (29) In the event one of the Contractors fails in carrying out the terms of the RE/FC/AD contract, the remaining contractors shall negotiate in good faith with DCF to serve the children, on an emergency basis, who had been referred to the unsuccessful Contractor.

4.4. Services to be Provided by the Contractor:

- 4.4.A. Assign a program director to this contract who will serve as the liaison to DCF on all program and contractual matters.
- 4.4.B. Assign an attorney to this contract who will assist the Contractor with children's legal issues.
- 4.4.C. Contract and Program Requirements for all Contractors include, but are not limited to:
 - (1) Provide for the safety, permanency and well-being of referred children and address safety through aftercare.
 - (2) Provide services that are culturally competent responsive to cultural differences and special needs.
 - (3) Respect the privacy of the child and family.
 - (4) Support children in the custody of the Secretary in participating in normal activities, such as extra-curricular activities.
 - (5) Maintain confidentiality as required by law, and DCF policy.
 - (6) Share Information with the family, other professionals and placement providers, as needed, to meet the best interest and needs of the child.
 - (7) Collaborate with the Family Preservation Provider when initiating services to a family who has a child removed during Family Preservation program involvement.
 - (8) Maintain license as a Child Placing Agency and notify DCF within 5 working days of the initiation of any KDHE investigations.
 - (9) Maintain caseload sizes consistent with accreditation.
 - (10) Provide accessible staff to the child, family and DCF 24 hours per day and provide this contact information to the family and DCF.
 - (11) Respond to family crisis situations after reintegration within one hour and document this response in the child's case file.
 - (12) Report critical incidents and significant events to DCF, per policy.
 - (13) Report No Reasonable Efforts Findings the same business day to DCF Regional Directors, PPS Program Administrators and Regional Attorneys per policy.
 - (14) Maintain an annual photograph of the child in the case file.
 - (15) Initiate a Lifebook at the time out-of-home placement begins and maintain the Lifebook throughout the child's out-of-home placement. A Lifebook is a scrapbook which contains pictures and other personal information that tells the child's life story.
 - (16) Develop an individualized recruitment plan for children who have the goal of adoption and no identified resource for adoption.
 - (17) If there is no identified resource and the case plan goal is adoption, register the child's information on the Adoption Exchange within 5 days of parental rights termination/relinquishment, for recruitment of an adoptive family.
 - (18) Develop individualized transition plans with young adults leaving the Secretary's custody, who have not achieved a permanency goal of adoption, permanent custodianship, or reunification.
 - (19) Cooperate with collection and submission of data elements and surveys of youth receiving Independent Living Services, pursuant to federal requirements.
 - (20) Maintain foster care records per DCF policy.
 - (21) Release client records/progress reports to DCF within 24 hours of request.

- (22) Maintain case file with historical and current assessment information, services provided, and the progress toward meeting goals and outcomes.
- (23) Organize the case file per policy.
- (24) Cooperate with disability advocacy legal provider in obtaining Supplemental Security Income (SSI) eligibility for children in the custody of the Secretary.
- (25) Cooperate with the Child Support Services (CSS) in locating absent parent and determining parental payment obligation.
- (26) Consult with DCF about making a referral to Kansas Guardianship Program for appointment of a guardian/conservator, when youth are not likely to be mentally capable of governing their own financial or medical welfare as an adult.
- (27) Maintain contact with and submit all reports to the court pursuant to local court rules, and liaison with court, guardian ad litem and County/District Attorney.
- (28) Assure that all eligible children are referred for the appointment of an education advocate.
- (29) Obtain the necessary release of information forms and transcripts for educational records transfers.
- (30) Enter or provide educational information on the EEIF system, per DCF policy.
- (31) Assure seamless transition for the child and family, when the court case is transferred from one jurisdiction or venue to another.
- (32) Provide care for the dependent children of teen mothers in the Secretary's custody.
- (33) Provide aftercare services to the family for twelve (12) months following permanency of reunification, adoption, or custodianship, unless the case meets the definition for an exception as outlined in Section 4.4K(5)(b) of this Request.
- (34) Participate in DCF pre-service training for all direct care and administrative staff.
- (35) Participate in any mandated trainings and provide training required due to new policy or statutory changes, and/or PPS initiatives.
- (36) Assure family involvement at a policy-making level for the organization and hold at least one stakeholder feedback meeting per year to solicit input and feedback from families and youth concerning agency policy. A report shall be submitted to DCF.
- (37) Participate in stakeholder, policy, program improvement, and other regional and statewide events to support and promote child welfare issues; for example, youth advisory councils, computer camps, and national foster care and adoption months.
- (38) Integrate the Strengthening Families Program and Permanency Roundtables into service models.
- (39) Implement the Kansas Intensive Permanency Project on the first day of the contract.
- (40) Participate in performance improvement activities.
- (41) Submit quarterly management reports.
- (42) Maintain a public image that is supportive at all times towards the public/private partnership.
- (43) Practice full disclosure, open and direct communication and transparency with DCF in all matters.

4.4.F The Intake Process for Reintegration/Foster Care/Adoption

- (1) Maintain a central point for referrals.
- (2) Accept all children/youth referred by DCF for those children who are placed in the custody of the Secretary of DCF for out-of-home placement.
- (3) Assume custodial responsibility no later than four hours after DCF referral.
- (4) Transport the referred child to the placement. If it is not reasonable for the child to be transported by the contractor immediately (e.g., the child is in school and there is no reason to disrupt the school day), the Contractor shall work with DCF regarding coordination of transportation times for the child.
- (5) Send Acknowledgement of Referral to DCF within 48 hours of referral.
- (6) Operate an effective intake model that assures:
 - (a) Collection of referral information from DCF.
 - (b) Contact with DCF at time of referral, if clarification is needed.
 - (c) Review of child and family information using the Kansas Initiatives for Decision Support (KIDS) system.
 - (d) Contact with DCF regarding child and family needs, and kin and community connections.
 - (e) Access to emergency care, if an emergency placement is required.

4.4.G Child Placement Practices

Subject to DCF approval, decisions about where to place a child in out-of-home care shall be made by determining what is in the child's best interest by considering the child's safety, strengths and needs, the skills and appropriateness of the available caretakers or facilities, and the child's prospects for permanency with such placements. To promote stability, child welfare agencies shall minimize the number of placements a child lives in while in out-of-home care.

Consideration for placements shall be made in accordance with federal and state laws and shall include:

- Grandparents

- Other Relatives (including siblings)
- Same community
- Same school/preschool
- Potential for Permanency

- (1) Children and youth, who are placed in the custody of the Secretary for placement outside their homes, need placements that support and help facilitate timely permanency, connections to family and community, educational stability, and stability in the least-restrictive environment. Siblings should be placed together unless it is not in the best interest of the children. Likewise, children should be placed with grandparents or other relatives unless it is not in the best interest of the children.

(a) Relative Placements:

- 1) The availability and suitability of relative placement (maternal and paternal) shall be assessed and explored immediately upon referral and continually thereafter, until permanency is achieved and documented in the child's file. If a relative or kin placement is not selected, documentation of the reason shall be included in the child's file for each relative/kin explored.
- 2) All relatives shall provide a safe home for the child; participate in a relative assessment and walk through of the home, and clear KBI, including FBI fingerprinting, and Child Abuse Registry background checks. Although encouraged, foster parent training is not required for relatives, unless they choose to become licensed as a foster parent.
- 3) All relative homes shall be visited at least one time per month to assure safety of the child and appropriate support for the family.
- 4) Relative placements shall be reimbursed, based on an assessment of financial support needed to care for the child. Relatives providing foster care services shall be offered a choice in the way the payment is received for the care of the related child. Payments may be received through TANF cash assistance, financial support from the contractor, or receipt of benefits (i.e. SSI, SSA) for which the child may be eligible. Placement of a child and payment to the relative provider shall not be contingent upon the relative becoming a licensed foster home. If relative placements refuse reimbursement, documentation of this refusal shall be in the child's file.
- 5) Bidders shall include their model of relative reimbursement, payment structure and support as an addendum to the proposal.

(b) Non-related Kin:

- 1) If children cannot be placed with relatives, they may be placed with a person with whom the child or family has healthy emotional ties. DCF and KDHE have established procedures to prioritize the licensing of such individuals and accelerate the process.
- 2) Temporary licenses are approved for non-related kin, so that connections are maintained and they can start caring for a child prior to completing all licensing requirements.
- 3) Licensing requirements, including foster parent training, must be completed within 90 days.
- 4) Bidders shall describe their model of non-related kin reimbursement, payment structure and support in the proposal.

- (2) The Contractor shall provide advanced written notice of planned placement changes to DCF.
- (3) The Contractor shall provide written notice of placement changes to the court and all parties to the court proceedings.
- (4) The contractor shall inform foster families of their right to submit a report to the court every six (6) months.
- (5) The contractor shall complete administrative reviews of the group homes where children who are referred to them are placed. The results of the reviews shall be shared with DCF on an annual basis.
- (6) The Contractor shall utilize and comply with the Interstate Compact on the Placement of Children (ICPC) for out of state placements and shall be responsible for insuring the same level of medical coverage and be responsible for non-medical services for the child in the receiving state. Issues regarding payment for medical services shall be addressed prior to the out of state placement. Contractors shall assign one (1) ICPC Liaison per Contract Region who will work with PPS Central Office ICPC staff.

4.4.H. The Initial Team Meeting With the Family:

- (1) Planning for the Initial Team Meeting
 - (a) The assigned case manager shall contact the family the same business day of the referral to introduce themselves, inform the family of who to contact in an emergency, and inform the family where the child(ren) is placed, unless it would compromise the child(ren)'s safety.
 - (b) The initial team meeting shall occur no later than 2 business days from the date of referral. At a minimum, DCF, the Contractor, the child (age appropriate), the birth parents and/or the primary caregiver and the foster family should be in attendance at this meeting. The contractor shall encourage both maternal and paternal participation in the meeting, and the birth family shall be offered the opportunity to invite other participants to the meeting. If it is not in the best interest for all parties to attend, the basis shall be documented in the case file.
 - (c) The planning for the location of the meeting and participants shall occur in consultation/ coordination with the birth family during the initial call. The meeting shall occur where the family desires, unless participant safety would be compromised.
- (2) The purpose of the initial team meeting is to:
 - (a) Identify relatives, kin, or a foster family home that can meet the child's needs until he/she can safely return to their family of removal.
 - (b) Plan for contact between the child and parents, worker and child, and worker and parents prior to the case planning meeting.
 - (c) Identify supports with the family.
 - (d) Clarify roles and responsibilities of all team members.
 - (e) Discuss the reasons for out-of-home placement, expectations of DCF, court orders, consequences of actions, and timelines for decisions about child permanence.
 - (f) Sign releases in order to gather additional assessment information.

4.4.I. The Screening, Assessment and Community Referral Processes:

- (1) The contractor must assess for safety through-out the life of the case.
- (2) During the time between the initial team meeting and the development of the Family/Child Case Plan, the Contractor shall complete an initial comprehensive assessment that will build on the Family Based Assessment completed by DCF. Assessments shall be ongoing and measure safety, stability and well-being. The following assessments are required:
 - (a) Family Centered Assessment that is research supported and includes family history, risk factors, prognosis indicators, connection to community, health, education and well-being.
 - 1) In addition, if the child/youth is between the ages of 14 and 21, the Contractor shall engage the youth to complete the life skills assessments and curriculum designated by DCF.
 - 2) If the child is placed with a relative or kin, the assessment shall also determine the kinds of supports that the relative or kin will require to care for the child.
 - 3) If the child's permanency plan moves to adoption, adoption issues shall be assessed.
 - (b) Educational Assessment (including a description of the educational needs of child/children). The contractor shall compile and review educational information, including regular and special education records, attendance history, educational accommodations, or special educational needs. When appropriate, the assessment shall include coordination with the school to ensure the child can remain in that school, or if remaining in that school is not in the best interests of the child, an assurance to enroll the child immediately in a new school with all of his or her educational records.
 - (c) Health Assessment. Health care encompasses the health care domains of physical health, mental health, developmental disability, and substance abuse. This includes an assessment for Fetal Alcohol Spectrum Disorders.
 - 1) Screenings. The contractor shall assure children are fully assessed to identify any health needs and develop a plan to assure their needs are addressed. Initial and periodic (Kan Be Healthy) screenings shall be kept current.
 - 2) Efforts shall be made to assure youth involved in child welfare services will continue to receive any needed health care and health related services from the providers, professionals, and agencies with whom the child and family is already involved. For all health care domains, Child Welfare staff shall:

- a) Identify all health care service providers.
 - b) Complete and have parents sign any releases of information related to current health-care providers.
 - c) Obtain private health insurance information as Medicaid is the payer of last resort.
- 3) The Contractor shall assure all required health screenings, assessments and referrals are completed and DCF protocols regarding the use and monitoring of psychotropic medications are followed.
- a) Physical Health care needs including dental, vision, hearing, nutrition, pharmacological.
 - b) Mental Health needs of child and family shall be assessed through the use of a research supported instrument. State resources include the Socio-Emotional screening tool for children birth to 5 years (Appendix 3L in the PPM) and Child Welfare Mental Health Referral Guide (Appendix 3J in the PPM). If further assessment of Mental Health is needed, a referral shall be made to the PAHP. The bidder shall describe how they are going to access mental health services and the credentials and specialized certifications of the staff providing the service. Also, describe plans to address unique mental health needs of children.
 - c) Developmental Disability needs of the child and family shall be assessed through the use of a research supported instrument. State resources include the Child Welfare Mental Retardation/Developmental Disability Screening Tool (Appendix 3I in the PPM). If further assessment of mental retardation/developmental disability is needed, a referral shall be made to a Community Developmental Disability Organization (CDDO).
 - d) Substance Abuse needs of the child and/or family. The contractor shall use a standardized screening tool to determine the need for further assessment of substance abuse/addiction issues and to decide if referrals to the PIHP shall be necessary.

(3) Ensure all health care-related information collected during the assessment period is complete and utilized in the Family/Child Case Planning Conference.

(4) The bidder shall describe which evidence-based assessment tools they will use.

4.4.J. Case Planning, Service Delivery and Case Review:

(1) Initial Case Plan:

- (a) Upon completion of the assessment the initial Child/Family Case Plan shall be developed in coordination with DCF, the birth family, child, and any other key members of the service team within 20 calendar days of referral, and sent to DCF within 3 business days of completion.
- (b) Child/Family Case Plans shall meet federal requirements, be individually developed, and driven by the unique needs of each child and family. They shall include an assurance that the child's placement in foster care considers the appropriateness of the current educational setting (including length of time) and the proximity to the school the child was enrolled in at the time of placement. Case plans and case plan goals are subject to disapproval by DCF.
- (c) The case plan shall be clearly linked to the child protection objectives listed on the Family Based Assessment. Case plan activities shall be measurable, clearly delineate roles and responsibilities, and meet all DCF requirements for case plan documentation.
- (d) The Contractor shall assure the availability of an array of services and supports for families as outlined in the case plan. The contractor shall provide the needed services, purchase services through an array of sub-contractual arrangements, coordinate with community providers or develop services as needed within the community. Contractors are responsible for assisting parents in accessing needed or court ordered services.

(2) Worker/Child, Worker/Parent, Sibling Visitation and Parent/Child Interaction:

- (a) The Contractor shall assure that interaction between children, youth and their families occurs per policy and federal requirements.
- (b) The contractor shall assure children and their families are able to have naturally occurring interactions weekly. The interactions shall primarily occur in the family's home; however, they could see each other in a variety of natural settings where meaningful interactions can occur.
- (c) The child's case manager or paraprofessional shall visit children face-to-face at least once a month. The person who will visit the child must be listed on the case plan, and visits must meet federal guidelines regarding quality. The visits

shall be well-planned and focus on issues pertinent to case planning and service delivery to ensure the safety, permanency and well-being of the youth.

- (d) The child's case manager or paraprofessional shall visit the mother and father at least monthly, if reintegration is the case plan goal.
- (e) The Contractor shall document all child-parent interaction and visits to the child, foster family, and birth family. If there is a court order for no contact, or there is a parental rights termination (PRT), the Contractor shall still seek to find ways for the child to stay connected to extended family, neighbors, or family friends that are important to the child as deemed in the child's best interest.

(3) Ongoing Child/Family/Child Case Planning Conferences:

Contractors shall assure the ongoing case planning process is timely and relevant to the family. A formal case plan review shall be conducted at least every 170 days and documentation sent to DCF within three (3) calendar days of completion. More frequent case planning may be needed to meet the needs of the family. The team meetings can be called by any member of the team. Court orders shall be followed, but otherwise modification is based on the assessment of the team.

(4) The Contractor will be expected to implement/maintain the Kansas Intensive Permanency Project without disruption.

(a) Funding for this project is supplied through the University of the Kansas School of Social Welfare. KIPP is a five-year project funded by the U.S. Department of Health and Human Services, Administration for Children and Families, Administration on Children, Youth and Families, Children's Bureau. The grant was awarded October of 2010. The goals of KIPP are: 1) to develop and implement innovative intervention strategies that result in permanence for a subpopulation of children who experience long stays in foster care; and 2) to rigorously evaluate these efforts to provide information about the effectiveness of the interventions to reduce long-term foster care. Current key project partners include the Kansas Department for Children and Families, Prevention and Protection Services and Kansas' four private providers of foster care: KVC Behavioral Healthcare; St. Francis Community Services; TFI Family Services; and Youthville.

(b) Major components of KIPP include:

- 1) Evidence-based intensive family reunification services;
- 2) Collaborative planning and governance for statewide implementation;
- 3) Workforce and court systems change efforts;
- 4) Sustainability strategies to bring about long-term systems changes.

(c) The project objectives are to:

- 1) accelerate stable permanency for children with serious emotional disturbance (SED)
- 2) improve Kansas performance on CFSR Permanency Outcome 1 and Well Being Outcome 1
- 3) decrease the number of children with case plan goals of Other Planned Permanent Living Arrangements (OPPLA)
- 4) provide sustainable services to permanency families

(d) KIPP's goals are to:

- 1) Help families of children with serious emotional disturbance (SED) reintegrate earlier and with more stability.
- 2) Increase families' capacity to provide for their children's needs.
- 3) Work with the family and community on addressing barriers to reintegration.
- 4) Connect families to longer-term community based services and supports.

Successful bidders shall be expected to contract with the University of Kansas School of Social Welfare to implement the project and employ the staff already trained in the model, located in the Region they are currently serving, and continue the project, with no disruptions to families until the end of the five year grant cycle or any extension thereof. This contract will be cost neutral to the bidder.

(5) Life Skills for Children in Out of Home Placement:

(a) Life skills training shall be provided to each child age 14 years and older who is in DCF custody. Foster families shall support and integrate daily living skills into activities with the child/youth. Skill training shall be provided according to the child/youth's strengths & needs, as prescribed by DCF. The contractor shall provide child/youth training in the appropriate competencies identified in the following (life) domains:

- 1) Daily living skills
- 2) Housing, Community Resources, and Legal Issues
- 3) Money Management
- 4) Self-Care
- 5) Work & Study Skills
- 6) Personal Development

(b) Contractors shall use a tool as prescribed by DCF to guide life skills planning and instruction.

(c) If identified skills are needed, the child/youth's case plan will reflect specific services to address the child/youth's needs in this area. All foster families (inclusive of birth parents) should have knowledge and training to reinforce or teach methods to address these needs.

(6) Independent Living Services:

(a) Contractors shall assist youth who may age out of foster care in learning skills that will assist them in becoming self-sufficient. This includes:

- 1) Developing a transition plan, beginning at age 16,
- 2) Contractors shall cooperate with planning and implementation of a process to assure that each child age 16 and older in foster care receives a copy of any consumer credit report each year until discharged from foster care, and is assisted in interpreting the credit report and resolving any discrepancies.
- 3) Contractors are responsible for assisting youth in developing/maintaining permanent connections and mentors that will be resources for them as they leave foster care.
- 4) Permanency Pacts shall be developed between adults ending custody with the Secretary and adults who are committed to them. A permanency pact is a pledge by a supportive adult to provide specific supports to a young person in foster care with a goal of establishing a lifelong, kin-like relationship.
- 5) Healthy relationship training.

(b) Contractors shall fund Regional Youth Advisory Councils. This includes:

- 1) Convening monthly RYAC meetings/events, which are planned at least one month in advance.
- 2) Providing information to DCF, in a specified format, to report on monthly activities. Information will detail how RYAC members were involved in the planning, the number of youth attending, and the cost.
- 3) Holding at least 2 RYAC events for all youth in the region each year, in addition to regular monthly RYAC activities.
- 4) Submitting Chafee fund expenditures to the KYAC Advisor and IL Program Manager.

(7) Needs of Birth Parents:

(a) If it is determined that adults in the home require individualized services such as mental health, substance abuse, vocational rehabilitation, services for individuals with disabilities, etc., the Contractor shall assist the adults in obtaining these services. A parent's health insurance or Medicaid, if parent is Medicaid eligible, may be a payment source for health care related needs. The Contractor shall work with the family to determine how to access and pay for these needed services.

(b) Contractors shall be expected to continue or implement the Strengthening Families Program (SFP), which is the first research-based parenting program designed specifically for families where the parents have problems with alcohol and/or drugs. SFP teaches parents and kids how to deal with these problems so that parents can keep their kids safe. SFP is three skills training courses: Parenting, Children's life Skills and Family Skills. SFP seeks to keep families together and reunify families whose kids have been placed out of the home. SFP has been given "exemplary" designation, as well as "Model Program" status by the National Institute on Drug Abuse and Substance Abuse and Mental Health Services Administration. SFP has been funded in Kansas since 2009 by a grant from the Administration for Children and Families. This grant ends 9/30/12. Current partner agencies include; University of Kansas School of Social Welfare, KVC Behavioral Healthcare, TFI Family Services, St. Francis Community Services, Youthville, and DCCCA.

(c) Parents shall be provided support in accessing other services not related to health care, (e.g., parenting classes, healthy relationship training, conflict resolution training, family mediation, budgeting, financial planning, etc). The Contractor also shall assist parents in accessing these services and may help with related financial costs or fees. The bidder shall describe how they will support underserved/un-served parents necessary for reintegration of the child. A cost/benefit analysis shall be included.

- (d) If the family is in need of a concrete support, the Contractor shall be responsible for the first \$500.00 of hard goods (per family for life of the case). After spending \$500.00, a request can be made to DCF for additional hard good funding. Funding is limited and availability varies by Region. Additional funding for hard goods may be allowed only after it is documented that community resources have been explored and/or exhausted. Examples of concrete supports are: exterminator services, turning on utilities, rent and deposits, bus passes, car repairs, beds, refrigerator, etc. The \$500.00 limit is in regard to concrete supports provided to the family, not the child referred to the contractor. (The contractor shall be responsible for meeting the needs of the child(ren) referred. Please see section 5.3)

(8) Concurrent Planning:

Concurrent Planning shall be used for cases where it is applicable. A research supported instrument shall be used to assess if concurrent planning is required. State resources include Appendix 3F in the PPM describing the criteria for concurrent case planning.

(9) Permanency Roundtables:

- (a) Permanency Roundtables are a structured, professional case consultation to:
 - 1) Expedite safe legal permanency and lifelong connections for youth in foster care;
 - 2) Develop a realistic, concrete and action oriented plan for each child to achieve or improve their permanency outcome;
 - 3) Stimulate thinking and learning about pathways to permanency for children languishing in foster care;
 - 4) Identify and address barriers to permanency through creative thinking, professional staff development, policy change, resource development and the engagement of system partners
 - 5) Identify systemic barriers that lengthen children's time in foster care without achieving legal permanency;
 - 6) Promote staff and organizational values of legal permanency and lifelong connections to caring adults for every youth in care.
- (b) Bidders will be expected to describe how they will integrate permanency roundtables into their practice.

(10) Parental Custody Relinquishment:

When parents desire to relinquish their parental rights, acceptance of a relinquishment can be considered only if adoption is the case plan goal for the child and there is a reasonable expectation adoption of the child can be achieved. If relinquishment is appropriate, the contractor case manager shall discuss relinquishment with the birth parent(s), DCF, and the Contractor/DCF supervisors. Parent(s) shall be provided information about the implications of relinquishment and be encouraged to confer with an attorney before making their final decision. Relinquishments shall be signed in the presence of a judge or notary. Neither DCF nor contractor staff shall have parents sign relinquishments without court involvement. The relinquishment is not valid until it is accepted by the Secretary.

(11) Court Attendance and Court Requirements: Court attendance and reports shall be given the utmost priority in order to establish appropriate permanency plans for children.

- (a) Contractors shall submit a written progress report to the court in a timely manner and in accordance with the court's expectations.
- (b) The contractor shall attend every court hearing regarding the child(ren). The contractor also shall ensure the child(ren) attends court, in accordance with the court's expectations.

4.4.K. Child Permanency:

(1) Reintegration:

The Contractor shall assure that children are safely reunified as soon as possible. There shall be resources in place so that families are supported in working toward their child(ren)'s return home and for children to safely remain in the home.

(2) Adoption:

When efforts at reintegration are unsuccessful, DCF and its Contractors have an obligation to assure that children are afforded timely permanence through adoption. Youth with a case plan goal of adoption who are in the custody of both the Commissioner of Juvenile Justice Authority and the Secretary will be served primarily by JJA, but services necessary to achieve permanency through adoption shall be provided under this contract.

(a) Parental Rights Termination:

- 1) When the child is in the Secretary's custody and placed out of the home for 12 continuous months, or 15 of the last 22 months, consideration shall be given to the termination of parental rights. Unless there are compelling reasons to the contrary, it is expected that the contract agency shall have already recommended termination of parental rights to DCF and the court.
- 2) The decision to terminate parental rights, either through court action or relinquishment, is made by the Case Planning Team, based on documented evidence that the child should not be returned to the home of the parent(s) and that adoption would be in the best interest of the child. The Contractor shall work with the birth parents and the court system to address issues regarding the process of termination and adoption.

(b) Adoption Process:

- 1) When parental rights are terminated or relinquished and the child's case plan goal is adoption, the contractor shall prepare the child, prepare the adoptive family, and complete all the processes and paperwork required for adoption as outlined in PPM. DCF expects that siblings will be adopted together unless it is not in the children's best interest.
- 2) If there is no identified resource, attempts shall be made to find a match for the child through individualized recruitment and the Adoption Exchange.
- 3) When parental rights have been terminated or relinquished, and the case plan goal is adoption, the Contractor shall be responsible to find the most appropriate home for the child and to provide pre & post placement services including aftercare to the adoptive family.
- 4) The Contractor shall be responsible for training, assessment, retention and support of families they recruit. The prospective adoptive families shall not be expected to pay for these services.
- 5) The Contractor shall be responsible for assuring that a full range of adoption services, including adoption support groups, are provided to adoptive families from time of recruitment to completion of aftercare, 12 months after the adoption is finalized.
- 6) The Contractor shall work together with the adoptive family and the child to assure a solid plan is in place to provide supportive pre-placement and post-adoptive services. If a disruption or dissolution occurs during the aftercare period, the Contractor shall be responsible for placement and other services the child may need. If the goal is adoption, the Contractor shall be responsible for locating another adoptive family.
- 7) If the current foster family or kinship caregiver is not the adoptive family, the contractor shall assure that the child remain with this family, until they are placed in their adoptive home.

(3) Permanent Custodianship:

- (a) The Kansas Code for the Care of Children authorizes the court to appoint a permanent custodian. K.S.A.38-2202(w) defines permanent custodian as a judicially approved permanent guardian of a child pursuant to K.S.A. 38-2272.
- (b) Permanent Custodianship may only be recommended to the court when it is documented that the child cannot be reintegrated with the parent(s), there are compelling reasons not to terminate parental rights, or adoption is not a viable option for the child. The parents, if their rights have not been terminated, must be in agreement with the plan or the court must find them to be unfit.
- (c) It is the contractor's responsibility to prepare the prospective permanent custodian for the responsibility associated with custodianship and to assess the family's capabilities of parenting a specific child. The contractor shall:
 - 1) Complete a written family assessment,
 - 2) Complete Kansas Child Abuse and Neglect Central Registry and KBI clearances,
 - 3) Provide follow up services to the family, and
 - 4) Provide any reports the court requests.
- (d) The contract agency may request the family participate in training as prescribed by DCF, if it is deemed such participation would be valuable to the family.

(e) An array of services shall be provided to the family on an as-needed basis to assure the success of the placement.

(4) Other Planned Permanency Living Arrangement (OPPLA)

(a) Other Planned Permanency Living Arrangement is a permanency option only when the agency determines it has a “compelling reason” not to request a termination petition for a child who has been in care “15 of the last 22 months” and there is a “compelling reason” why reintegration, adoption, or permanent custodianship is not being selected as a permanency option. No child under the age of 14 shall have a case plan goal of OPPLA. Examples of compelling reasons cited in the 45 CFR 1355.20 or 42-USC 675(5)(c) include:

- 1) An older teen who specifically requests that emancipation be established as his/her permanency plan.
- 2) The case of a parent and child who have a significant bond, but the parent is unable to care for the child because of an emotional or physical disability and the child’s foster parents have committed to raising him/her to the age of majority, and to facilitate visitation with the disabled parent.
- 3) Or the Tribe has identified other planned permanency living arrangement for the child.

(b) If OPPLA is chosen as the case plan goal, the contractor shall demonstrate and document on-going rigorous attempts to find a permanent placement for the child.

(5) Aftercare:

(a) During the 12 months following reintegration, adoption, or custodianship, the Contractor is responsible for continuing to provide all contractual services. The contractor shall develop an aftercare plan with the family, make attempts to have monthly face to face visits with the child, submit monthly progress reports on specified forms to DCF, and inform DCF of significant life changing events.

(b) The aftercare period does not apply for cases transferred to the Juvenile Justice Authority, or the Tribal Court, or to cases where venue has transferred to another region, or to youth who age out of care at age 18 or older.

(c) If the child reaches permanency through adoption, the Contractor shall continue to serve the child and adoptive family for the life of the contract.

(d) Original copies of case information shall be given to DCF within 15 days of completion of aftercare, as DCF maintains the “official” case file for each child.

4.5. Outcomes:

4.5.A. Program, Services and Policy Outcomes

To assess performance of the Contractor, the state will review and monitor accountability for child welfare programs through direct oversight, case read processes and administrative site visits. Case read and oversight activities are used to assess and improve the delivery of services to families. Results of case read and oversight activities may be published by the DCF on the internet or in other public information material.

Poor performance on case read questions, nonconformities identified during an audit, not meeting the requirements of an administrative site review, or other sources identifying a significant or repeated problem impairing performance or compliance may lead to the implementation of a corrective action plan (CAP). The concepts of a CAP are:

- Using clearly identified sources of data which identify problems that will be investigated.
- Completing a root cause analysis to identify the cause of a discrepancy or deviation and suggest corrective actions to potentially prevent recurrence of a similar problem, or preventive action to ensure that discrepancies do not occur.
- Implementing corrections to rectify the problem which is identified.

If a problem is identified by DCF, the contractor shall develop a Corrective Action Plan (CAP) approved by DCF, to address the root cause of the issue and action steps to be taken to obtain improvements and prevent recurrence of the problem. Failure to meet CAP provisions shall require the Contractor to reimburse DCF for costs incurred in resolving the problem.

4.5.B. Child Specific Contract Outcomes:

Contractor performance is also measured, in part, through child specific outcomes. Contract outcomes include the national data standards for safety, permanency, and well-being and include the following additional measures: children are placed in a family-like setting, placement with siblings and relatives, placement within school of origin, and educational success measures. Performance based outcomes shall not be rewarded with monetary or other bonuses/awards for staff. All decisions are to be made in the best interest of the child and shall not be influenced by any other considerations. For more information on the national data standards and outcome composites, see the *Kansas Child and Family Services Review Data Profile* in the vendor file. Information regarding some of the additional measures adopted by Kansas is in the vendor file.

The contract performance year is the state fiscal year (SFY) July 1 - June 30. Reports published may reflect both federal and state fiscal year periods.

If contract outcomes are not met at the completion of the first SFY of the contract, the contractor shall develop a Program Improvement Plan (PIP) approved by DCF, to address unmet outcomes. The PIP shall include action steps to be taken to create improvements and demonstrate continued improvement for each unmet outcome. Failure of the Contractor to meet PIP requirements may result in liquidated damages as defined below.

The PIP will be developed for a period of 2 years, and individual outcome(s) will be deemed completed as successful when the outcome performance meets the negotiated improvement goals by the end of the SFY.

Failure of the contractor to meet the negotiated improvement goal(s) by the end of the SFY using year-end performance data may result in the termination of the contract. If negotiated improvement goals are not met, a liquidated damage may be assessed for each outcome not met, equal to 2% of the monthly base payment. DCF may withhold any damage amount from the July base payment in the year following the completion of the PIP. DCF may also impose liquidated damages if Outcomes/Standards are not met during the following year(s) of the contract.

Operational definitions for contract outcomes and success indicators are as follows

A. Outcome Operational Definitions:

(1) Safety:

Safety: Absence of child abuse or neglect in foster care	Population	Standard	Source
Children will remain safe from maltreatment by foster parent (FP) or placement facility employee (EP) in Out of Home Placement (OOHP)	Children in out of home placement with Reintegration/Foster Care provider.	99.68%	FACTS: service action codes, perpetrator relationship code of FP or EP
Operational Definition			
<p>Numerator: The number of children in out of home served year to date who were not a victim of a substantiated maltreatment incident by a foster parent or placement facility employee.</p> <p style="text-align: center;">divided by</p> <p>Denominator: The number of children in out of home placement served year to date. The definition of children "served year to date" is the number of children in out of home placement on the last day of the previous year plus all new referrals to out of home placement in a state fiscal year.</p> <p>Example: July 2009 - # of children victims by foster parent or facility employee = 3. July 2009 - # of children served year to date was 1050 (1000 open on June 30th, 2010 + 50 new referrals in July 2009). For July, fiscal year to date, the rate of maltreatment in OOH is 99.71% [N=1047/1050 or 1-(3/1050)].</p>			

(2) Permanency Composite 1: Timeliness and Permanency of Reunification

Permanency Composite 1 is comprised of two (2) components and four (4) measures. The required performance standard for Permanency Composite 1 is 122.6 or higher. The composite standard is a scaled score achieved through various combinations of performance on the 4 measures within the composite. As such each measure does not have its own performance standard; however, in order to meet the composite standard of 122.6, performance with the 4 measures will fall within a range of the national median. Contractors shall manage their performance with measures to assure the composite score is achieved.

Permanency Composite 1: Component A, Measure 1	Population Cohort	National Median (Standard)	Source
Timely Reunification in 12 months	Children in foster care in the report period for 8 days or longer, released from custody for reason of reunification*	69.9%	FACTS: Removal date Discharge date discharge reason of reunification*
Operational Definition			
<p>In a Reporting Month:</p> <p>Numerator: The # of children in foster care, for 8 days or longer, who were discharged from custody for reason of reunification, in less than 12 months of the date of the latest removal from home.</p> <p>divided by</p> <p>Denominator: The # of children in foster care, for 8 days or longer, who were discharged from custody for reason of reunification.</p> <p>Example: Reporting Month July 2009 Number of children in foster care in the report period for 8 days or longer, who were discharged from custody for reason of reunification. in less than 12 months of the date of latest removal from home = 45 Number of children in foster care in the report period for 8 days or longer, who were discharged from custody for reason of reunification.= 100 Performance with Timely reunification is 45% [n=45/100]</p> <p>Note: For this outcome the Trial Home Placement (THP) adjustment is used. If the last placement prior to discharge is a THP only count the first 30 days spent in the THP. * Reunification for the purpose of this outcome is a discharge from foster care for reason of reunification with removal family (Reunification) or for reason of reunification with a relative not part of the removal family (Living with other Relative).</p>			

Permanency Composite 1: Component A, Measure 2	Population Cohort	National Median (Standard)	Source
Timely Reunification: Median Length of Stay in months	Children in foster care in the report period for 8 days or longer, who were released from custody for reason of reunification*.	6.5 months	FACTS: Removal date Discharge date discharge reason of reunification*.
Operational Definition			
<p>In a Reporting Month:</p> <p>All children discharged from foster care in the report period for reason of reunification, who had been in foster care for 8 days or longer, calculate the median length of stay in months from the difference between the date of the latest removal from home and the date of discharge to reunification.</p> <p>Example: Reporting Month July 2009</p> <p>Calculate the median length of stay in months between the latest removal from home date and discharge to reunification for all the children who were discharged with a reason of reunification.</p> <p>Child 1 - 4.5 months Child 2 - 8.5 months Child 3 - 12.6 months</p> <p>Performance with median length of stay is 8.5 months (Note: Lower number of months is preferable in this measure)</p> <p>Note: For this outcome the Trial Home Placement (THP) adjustment is used. If the last placement prior to discharge is a THP only count the first 30 days spent in the THP</p> <p>* Reunification for the purpose of this outcome is a discharge from foster care for reason of reunification with removal family (Reunification) or for reason of reunification with a relative not part of the removal family (Living with other Relative).</p>			

Permanency Composite 1: Component A, Measure 3	Population Cohort	National Median (Standard)	Source			
Timely Reunification: Entry cohort reunification in < 12 months.	Children in foster care for 8 days or longer, who entered foster care for the first time in the 6 month period just prior to the State fiscal year, and were discharged from custody for reason of reunification*.	39.4%	FACTS: Removal date Discharge date discharge reason of reunification*.			
Operational Definition						
Data for this outcome will report progress toward the outcome; however, due to the nature of the cohort is not a valid measure until the completion of a state fiscal year.						
Across State Fiscal Year Quarters:						
Numerator: The # of children in foster care for 8 days or longer, who entered foster care for the first time in the 6 month period just prior to the State fiscal year, and were discharged from custody for reason of reunification in less than 12 months of the date of latest removal from home.						
divided by						
Denominator: The # of children in foster care for 8 days or longer, who entered foster care for the first time in the 6 month period just prior to the State fiscal year.						
Attribute	Description	Jul –Sep Q1	Oct -Dec Q2	Jan-Mar Q3	Apr-Jun Q4	SFY Total
1	Children in foster care on July1, 2009 who entered care for the first time in the prior six month period.					1000
2	# Children from #1 discharged for reason of reunification in less than 12 months of the latest removal from home date	100	175	180	200	655
Percent of children who were in foster care for the first time in the 6 month period just prior to the State fiscal year and were discharged for reunification. (250/1000)						65.5%

* Reunification for the purpose of this outcome is a discharge from foster care for reason of reunification with removal family (Reunification) or for reason of reunification with a relative not part of the removal family (Living with other Relative).

Permanency Composite 1: Component B, Measure 4	Population Cohort	National Median (Standard)	Source
Permanency of Reunification	Children who were discharged from foster care to reunification* in the 12 month period prior to the report period.	15.0%	FACTS: Removal date Discharge date discharge reason of reunification*
Operational Definition			
<p style="text-align: center;">In a Reporting Month:</p> <p>Numerator: The # of children discharged to reunification in 12 months period prior to the report period who then re-entered foster care in less than 12 months form the date of discharge.</p> <p style="text-align: center;">divided by</p> <p>Denominator: The # of children discharged to reunification in the 12 month period prior to the report period. Example: Reporting Month July 2009 Number of children who were discharged from foster care to reunification in the 12 month period prior to the report period, then re-entered foster care in less than 12 months from the date of discharge. = 25 Number of children who were discharged from foster care to reunification in the 12 month period prior to the report period.= 100 Performance with Permanency of Reunification is 25% [n=25/100] (Note: Lower number is preferable in this measure)</p> <p>* Reunification for the purpose of this outcome is a discharge from foster care for reason of reunification with removal family (Reunification) or for reason of reunification with a relative not part of the removal family (Living with other Relative).</p>			

(3) Permanency Composite 2: Timeliness and Permanency of Adoption:

Permanency Composite 2 is comprised of three (3) components and five (5) measures. The required performance standard for Permanency Composite 2 is 106.4 or higher. The composite standard is a scaled score achieved through various combinations of performance on the 5 measures within the composite. As such each measure does not have its own performance standard; however, in order to meet the composite standard of 106.4, performance with the 5 measures will fall within a range of the national median. Contractors shall manage their performance with measures to assure the composite score is achieved.

Permanency Composite 2: Component A, Measure 1	Population Cohort	National Median (Standard)	Source
Timely Adoption in less than 24 months	Children released from custody for reason of adoption in the report period.	26.8%	FACTS: Removal date Discharge date discharge reason of adoption
Operational Definition			
<p style="text-align: center;">In a Reporting Month:</p> <p>Numerator: Number of children who were discharged from foster care to a finalized adoption in less than 24 months from the removal from home date in the report period.</p> <p style="text-align: center;">divided by</p> <p>Denominator: Children who were discharged from foster care to a finalized adoption in the report period.</p> <p>Example: Reporting Month July 2009 Number of children who were discharged from foster care to a finalized adoption in less than 24 months from the removal from home date in the report period. = 25 Number of children who were discharged from foster care to a finalized adoption in the report period. = 100 Performance with Timely Adoption is 25% [n=25/100]</p>			

Permanency Composite 2: Component A, Measure 2	Population Cohort	National Median (Standard)	Source
Timely Adoption: Median Length of Stay in months.	Children released from custody for reason of adoption in the report period.	32.4 months	FACTS: Removal date Discharge date discharge reason of adoption
Operational Definition			
<p style="text-align: center;">In a Reporting Month:</p> <p>All children discharged from foster care in the report period for reason of adoption, who had been in foster care for 8 days or longer, calculate the median length of stay in months from the difference between the date of the latest removal from home and the date of discharge to adoption.</p> <p>Example: Reporting Month July 2009 Calculate the median length of stay in months between the latest removal from home date and discharge to adoption for all the children who were discharged with a reason of adoption. Child 1 - 24.5 months Child 2 - 31.5 months Child 3 - 46.6 months Performance with median length of stay is 31.5 months (Note: Lower number of months is preferable in this measure)</p>			

Permanency Composite 2: Component B, Measure 3	Population Cohort	National Median (Standard)	Source
Progress Towards Adoption: Children in care 17+ months, adopted by end of fiscal year.	Children in foster care on first day of a State Fiscal Year who have been in care for 17 continuous months or longer, who then were discharged from custody by the last day of the same Fiscal Year for reasons other than Reunification* or Permanent Custodianship.	20.2%	FACTS: Removal date Discharge date All discharge reasons

Operational Definition

Data for this outcome will report progress toward the outcome; however, due to the nature of the cohort is not a valid measure until the completion of a state fiscal year.

Across State Fiscal Year Quarters:

Numerator: The # of children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, who then were discharged from custody by the last day of the same Fiscal Year for adoption.

divided by

Denominator: The # of children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, who then were discharged from custody by the last day of the same Fiscal Year for reasons other than Reunification or Permanent Custodianship.

Attribute	Description	Jul –Sep Q1	Oct -Dec Q2	Jan-Mar Q3	Apr-Jun Q4	SFY Total
1	Children in foster care on July1, 2009 in care for 17+ mos. discharged for reason other than reunification or permanent custodianship.					1000
2	# Children from #1 discharged for reason of adoption.	100	50	50	50	250
Percent of children in care 17+ mos. on the first day of the fiscal year who were adopted by the last day of the fiscal year. (250/1000)						25%

* Reunification for the purpose of this outcome is a discharge from foster care for reason of reunification with removal family (Reunification) or for reason of reunification with a relative not part of the removal family (Living with other Relative).

Permanency Composite 2: Component B, Measure 4	Population Cohort	National Median (Standard)	Source
Progress Towards Adoption: Children in care 17+ months achieve legal freedom.	Children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, and who were not legally free** for adoption prior to that day. Who then became legally free** during the first 6 months of that same Fiscal Year excluding those children who were discharged in that 6 month time period for reasons of reunification* or permanent custodianship.	8.8%	FACTS: Removal date Discharge date All discharge reasons Mother PRT Father PRT

Operational Definition

Data for this outcome will report progress toward the outcome; however, due to the nature of the cohort is not a valid measure until the completion of a 6 month period.

Across State Fiscal Year Quarters:

Numerator: The # of children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, and who were not legally free for adoption prior to that day, who then became legally free during the first 6 months of that same Fiscal Year.

divided by

Denominator: The # of children in foster care on first day of a Fiscal Year who have been in care for 17 continuous months or longer, and who were not legally free for adoption prior to that day, excluding those children who were discharged during the first 6 months of that same Fiscal year for reasons of reunification or permanent custodianship.

Attribute	Description	Jul –Sep Q1	Oct -Dec Q2	6 mos. Total
1	Children in foster care on July 1, 2009 in care for 17+ mos. and not legally free for adoption, excluding those discharged for reasons other than reunification or permanent custodianship during first 6 months of year.			200
2	# Children from #1 who became legally free during the first 6 months of year.	10	5	15
Percent of children in care 17+ mos. Not legally free on the first day of the fiscal year who became legally free for adoption by the last day within 6 months, excluding those who discharged for reunification or permanent custodianship in that same 6 months. (15/200)				7.5%

** Legally Free is if there were parental rights termination dates reported for both mother and father.

* Reunification for the purpose of this outcome is a discharge from foster care for reason of reunification with removal family (Reunification) or for reason of reunification with a relative not part of the removal family (Living with other Relative).

Permanency Composite 2: Component C, Measure 5	Population Cohort	National Median (Standard)	Source
Progress Towards Adoption: Adoption in less than 12 months, once child is legally free.	Children in foster care in the report period who became legally free** for adoption in that same report period.	45.8%	FACTS: Removal date Discharge date All discharge reasons Mother PRT Father PRT
Operational Definition			
<p>In a Reporting Month:</p> <p>Numerator: The number of children in foster care in the report period who became legally free for adoption in the 12 months prior to the year shown, who were discharged to a finalized adoption in less than 12 month of becoming legally free.</p> <p style="text-align: center;">divided by</p> <p>Denominator: The number of children in foster care in the report period who became legally free for adoption in the 12 months prior to the reporting month.</p> <p>Example: Reporting Month July 2009 Number of children in foster care in the report period who became legally free for adoption in the 12 months prior to the year shown, then were discharged to a finalized adoption in less than 12 months of becoming legally free.= 45 Number of children in foster care in the report period who became legally free for adoption in the 12 months prior to the year shown. = 100 Performance with Progress Towards Adoption of Children Legally Free is 45% [n=45/100]</p> <p>** Legally Free is if there were parental rights termination dates reported for both mother and father.</p>			

Permanency Composite 3 is comprised of two (2) components and three (3) measures. The required performance standard for Permanency Composite 3 is 121.7 or higher. The composite standard is a scaled score achieved through various combinations of performance on the 3 measures within the composite. As such each measure does not have its own performance standard; however, in order to meet the composite standard of 121.7, performance with the 3 measures will fall within a range of the national median. Contractors shall manage their performance with measures to assure the composite score is achieved.

*Permanent home is if the discharge reason is adoption, permanent custodianship, reunification or living with relative.

Permanency Composite 3: Component A, Measure 2	Population Cohort	National Median (Standard)	Source
Achieving Permanency: Permanency for all children with Termination of Parental Rights.	Children who were discharged from foster care in the report period, and who were legally free** for adoption at the time of discharge.	96.8%	FACTS: Removal date Discharge date All discharge reasons Date of Birth Mothers PRT Date Fathers PRT Date
Operational Definition			
<p style="text-align: center;">In a Reporting Month:</p> <p>Numerator: The number of children discharged from foster care, who were legally free (parental rights termination, dates or date of death for both mother and father) for adoption at the time of discharge, and who were discharged to a permanent home* prior to their 18th birthday.</p> <p style="text-align: center;">divided by</p> <p>Denominator: The number of children discharged from foster care, who were legally free (parental rights termination, dates or date of death for both mother and father) for adoption at the time of discharge.</p> <p>Example: Reporting Month July 2009 Number of children who were discharged from foster care in the report period, who were legally free for adoption at the time of discharge, and who were discharged to a permanent home prior to their 18th birthday.= 45 Number of children who were discharged from foster care in the report period, and who were legally free for adoption at the time of discharge.= 100 Performance with Progress for Achieving Permanency is 45% [n=45/100]</p> <p>*Permanent home is if the discharge reason is adoption, permanent custodianship, reunification, or live with relative. **Legally Free is if there were parental rights termination dates reported for both, mother, and father.</p>			

Permanency Composite 3: Component B, Measure 3	Population Cohort	National Median (Standard)	Source
Growing Up in Foster Care: Children emancipated who were in care 3 years or longer.	Children in the report period who were either (1) discharged from foster care for reason of emancipation or (2) reached their 18 th birthday while in foster care.	47.8%	FACTS: Removal date Discharge date Discharge reason of Emancipation Date of Birth
Operational Definition			
<p>In a Reporting Month:</p> <p>Numerator: The number of children who were either (1) discharged from foster care for emancipation, or (2) reached their 18th birthday while in foster care, and were in foster care for 3 years or longer</p> <p>divided by</p> <p>Denominator: The number of children who were either (1) discharged from foster care for emancipation or (2) reached their 18th birthday while in foster care.</p> <p>Example: Reporting Month July 2009 Number of children in the report period who were either (1) discharged from foster care for reason of emancipation or (2) reached their 18th birthday while in foster care, and were in foster care for 3 years or longer.= 45 Number of children in the report period who were either (1) discharged from foster care for reason of emancipation or (2) reached their 18th birthday while in foster care.= 100 Performance with Progress for Growing up in Foster Care is 45% [n=45/100]</p> <p>(Note: Lower percentage is better on this measure)</p>			

(5) Permanency Composite 4: Placement Stability:

Permanency Composite 4 is comprised of one (1) component and three (3) measures. The required performance standard for Permanency Composite 4 is 101.5 or higher. The composite standard is a scaled score achieved through various combinations of performance on the 3 measures within the composite. As such each measure does not have its own performance standard; however, in order to meet the composite standard of 101.5, performance with the 3 measures will fall within a range of the national median. Contractors shall manage their performance with measures to assure the composite score is achieved.

Permanency Composite 4: Component A, Measure 1	Population Cohort	National Median (Standard)	Source
Placement Stability: Children in Care for less than 12 months.	Children in OOH during the report period for at least 8 days but less than 12 months.	83.3%	FACTS: removal date # placement codes
Operational Definition			
<p style="text-align: center;">In a reporting Month</p> <p>Numerator: The number of children served in foster (FC) who were in FC for at least 8 days but less than 12 months, who had two or fewer placements.</p> <p style="text-align: center;">divided by</p> <p>Denominator: All children served in foster care (FC) who were in FC for at least 8 days but less than 12 months.</p> <p>Example: Reporting Month July 2009 Number of children in OOH during the report period for at least 8 days but less than 12 months: 500 Number of children who were served in foster care during the report period for at least 8 days but less than 12 months and experienced no more than 2 placements while in care: 325 Performance rate for placement stability in July 2009 is 65%. [n=325/500]</p>			

Permanency Composite 4: Component A, Measure 2	Population Cohort	National Median (Standard)	Source
Placement Stability: Children in care for at least 12 months but less than 24 months.	Children who were served in foster care during the report period for at least 12 months but less than 24 months.	59.9%	FACTS: removal date # placement codes
Operational Definition			
<p style="text-align: center;">In a reporting Month</p> <p>Numerator: The number of children served in foster care (FC) who were in FC for at least 12 months but less than 24 months, who had two or fewer placement settings.</p> <p style="text-align: center;">divided by</p> <p>Denominator: All children served in foster care who were in FC for at least 12 months but less than 24 months.</p> <p>Example: Reporting Month July 2009 Number of children who were served in foster care during the report period for at least 12 months but less than 24 months: 500 Number of children who were served in foster care during the report period for at least 12 months but less than 24 months and have no more than 2 placements while in care: 325 Performance rate for placement stability in July 2009 is 65%. [n=325/500]</p>			

Permanency Composite 4: Component A, Measure 3	Population Cohort	National Median (Standard)	Source
Placement Stability: Children in care for at least 24 months.	Children who were served in foster care during the report period for at least 24 months.	33.9%	FACTS: removal date # placement codes
Operational Definition			
<p style="text-align: center;">In a reporting Month</p> <p>Numerator: The number of children served in foster care (FC) who were in FC for at least 24 months or longer, who had two or fewer placement settings.</p> <p style="text-align: center;">divided by</p> <p>Denominator: All children served in foster care (FC) who were in FC at least 24 months or longer.</p> <p>Example: Reporting Month July 2009 Number of children who were served in foster care during the report period for at least 24 months: 500 Number of children who were served in foster care during the report period for at least 24 months and have no more than 2 placements while in care: 325 Performance rate for placement stability in July 2009 is 65%. [n=325/500]</p>			

(B.) Additional outcomes:

1. Sibling placement

Siblings	Population	Standard	Data Source
Children are entitled to live with other siblings in care when in the best interest of the child.	Children in OOH placement	78%	FACTS placement codes sibling indicator
Operational Definition			
<p>In a reporting Month: Using the last day of the month</p> <p>The number of children who are placed with at least one other sibling in OOH placement.</p> <p>divided by</p> <p>The number children who have siblings in OOH placement on the last day of the month.</p>			

2. Relative placements.

Relatives	Population	Standard	Data Source
Children are entitled to live with relatives while in care when in the best interest of the child	Children in OOH placement	29%	FACTS placement codes
Operational Definition			
<p>In a reporting Month: Using the last day of the month</p> <p>The number of children who are placed with a relative while in OOH placement.</p> <p>divided by</p> <p>The number children who are in OOH placement on the last day of the month.</p>			

3. Placement in Family-Like Setting:

Placement Setting	Population Cohort	Standard	Source
Placement in Family Like Setting	Children in OOH placement	90%	FACTS placement codes
Operational Definition			
<p>In a reporting Month</p> <p>Numerator: The number of children living in out of home placement (OOHP) who are placed with a relative, foster, pre-adoptive, independent living, or on runaway status on the last day of the reporting month.</p> <p>divided by</p> <p>Denominator: All children in out of home placement on the last day of the reporting month</p> <p>*Children who are placed in a non related kin setting are considered placed in a foster home.</p>			

Proposed Educational Measure for New Contracts

4. Educational Progress.

Education Progression- This outcome would track a cohort of children who were in foster care on the last day of the prior State fiscal year (June 30th) to determine if progression to the next grade occurred.

Educational Progression:	Population Cohort	Standard	Source			
Educational Progression in 365 days.	Children in foster care on the last day of the prior State fiscal year (June 30 th) who are still in foster care on the last day of the current State fiscal year.	70%	FACTS: Highest grade level completed Discharge Date			
Operational Definition						
Data for this outcome will report progress toward the outcome; however, due to the nature of the cohort is not a valid measure until the completion of a state fiscal year. In a Reporting Month: Numerator: The # of children in foster care, on the last day of the prior State fiscal year (June 30 th) who are still in foster care on the last day of the current State fiscal year and have progressed to the next grade level. divided by Denominator: The # of children in foster care, on the last day of the prior State fiscal year (June 30 th).						
Attribute	Description	Jul –Sep Q1	Oct -Dec Q2	Jan-Mar Q3	Apr-Jun Q4	SFY Total
1	Children in foster care on June 30 th 2012, who remain in foster care on June 30 th 2013.					1000
2	# Children from #1 who have progressed to the next grade level.	100	175	180	200	655
Percent of children who were in foster care for 365 days and progressed to the next grade level. (655/1000)						65.5%

A. Success Indicators:

Completed 12 th Grade	Population	Data Source
Adults ending custody with the Secretary will have completed the 12 th grade.	Adults ending custody with the Secretary	FACTS
Operational Definition		
<p>In a reporting Month:</p> <p>The # of adults ending custody with the Secretary who have completed the 12th grade divided by The total # of adults ending custody with the Secretary for reason of emancipation.</p>		

Same School	Population	Standard	Data Source
Children are entitled to remain in their same school when in the best interest of the child	Children in OOH placement	25%	FACTS Placement codes s same school indicator
Operational Definition			
<p>In a reporting Month: Using the last day of the month</p> <p>The number of children who are age 6 or over and attending the same school as prior to removal. divided by The number children who are age 6 and over in OOH placement on the last day of the month</p> <p>A child is considered to be attending the same school if:</p> <ol style="list-style-type: none"> 1.The school they are attending while in OOH placement is the same public or private school they were attending at the time of their entry into OOH; or 2. The school they are attending while in OOH placement is the same public or private school they would have attended at the time of their entry into OOH respective to grade level or promotion for a child. (e.g. if entry onto care occurred during summer break and child's had been promoted to a new middle or high school location); or, 3. They are attending the same school as they would be attending if they were residing with the removal parent(s)/care giver or the resource with whom reintegration, adoption or permanent custodianship is planned (for those situations where the parent/primary care giver has moved since the child entered OOH or the child is reaching permanency in new community). For adoption this begins when the adoption agreement is signed by the prospective adoptive family. For permanent custodianship this begins when the permanent custodianship agreement is signed by the resource family. 4. A child is considered to be attending the same school if they are in an independent living placement. <p>It is not an expectation that children continue with home school settings; however, there may be circumstances for a child or youth in which that home school setting is appropriate. If the child attended a home school setting school prior to removal into out of home placement and continues to attend that same setting after entering care, then that child is considered to be attending the same school for purposes of outcome reporting.</p>			

Permanent Connection	Population	Data Source
Adults ending custody with the Secretary will have a signed permanency pact	Adults ending custody with the Secretary	FACTS
Operational Definition		
<p>In a reporting Month:</p> <p>The # of adults ending custody with the Secretary and having a signed permanency pact divided by The # of adults ending custody with the Secretary for reason of emancipation</p> <p>*A permanency pact is a pledge by a supportive adult to provide specific supports to a young person in foster care with a goal of establishing a lifelong, kin-like relationship.</p>		

4.6. State Resources to be Provided

- A. Provide oversight, monitoring, guidance, and case or program specific direction as deemed necessary.
- B. Establish child protection objectives.
- C. DCF reserves the right to require the reassignment of contractor's personnel who work under this contract.
- D. Complete a safety assessment, and if a child cannot remain safely in his/her own home, make a recommendation to the court for the child to be removed from the home.
- E. Refer the child and family to the Reintegration/Foster Care/Adoption Contractor at the time the child is placed in custody of the Secretary and the court has ordered out-of-home placement.
- F. Assure assessment information is sent to the contract electronically in a timely manner.
- G. After the referral is made, assure that DCF staff is available by phone to answer any additional questions on information not included in the referral forms.
- H. Assure historical information is available to the contractor through KIDS and case files.
- I. Obtain release of information for all third-party information known to DCF, which pertains to the child and family and provide the release to the Contractor.
- J. DCF will assess for relatives and kin at intake and investigation and will send this information to the Contractor with the referral form, or as soon as possible after referral.
- K. DCF will attempt to obtain or take a photo of the child(ren) coming into custody and also submit the picture to the Contractor at referral.
- L. DCF will attend the initial Case Plan, and will review and approve all subsequent case plans
- M. Participate in Performance Improvement activities.
- N. Coordinate on-site monitoring at least annually.
- O. Notify Contractor of any critical changes in the family's situation within 12 hours verbally and in writing within 24 hours.
- P. Keep Contractor informed of status of ongoing child abuse/neglect assessments
- Q. Transfer child's financial resources to the adoptive family.
- R. Issue consents to adopt timely.
- S. Support linkages among the Contractors, Juvenile Justice Authority, and Kansas Department of Health and Environment (KDHE).
- T. Coordinate information sharing regarding transfer of venue cases.
- U. Facilitate the professional judgment resolution process.
- V. DCF will support the court/contractor relationship.
- W. The DCF attorney will work with the contractor attorney to address court orders in order to meet state and federal requirements.
- X. Work with Contractor to address all concerns identified through customer service calls.
- Y. Notify the Contractor of any changes in the client eligibility for Medicaid.
- Z. Notify Contractor when new information on Third Party Liability for any child comes to their attention.
- AA. Determine eligibility and negotiate adoption assistance and permanent custodianship subsidy
- BB. Provide information for Random Moment Time Study.
- CC. Process applications for Interstate Compact on Placement of Children (ICPC) and Interstate Compact on Adoption and Medical Assistance (ICAMA).
- DD. Make prompt payment as per the contract.
- EE. Provide technical assistance regarding all federal and state policies and laws impacting child welfare services.
- FF. Monitor service delivery process as outlined in Contractor's proposal.
- GG. If necessary, assist with the development of the Performance Improvement Plan and monitor the plan's implementation.
- HH. If necessary, assist with the development of a Corrective Action Plan and monitor the plan's implementation

4.7. MIS Requirements:

The successful bidder shall be required to use the State's Computer Systems, FACTS, KIDS, and eSCRIPTS. The contractor is responsible for all costs associated with connecting to and remaining compatible with the State system including but not limited to contractor site setup and installation of contractor owned equipment. The contractor shall

have the ability to communicate with state systems electronically including the ability to attach documents. Information that may be used to assist the bidder in determining costs necessary for bidding purposes is found in Appendix #1 (DCF Security Policy).

Accessibility (ADA Compliance): All websites and web applications for DCF must meet the State of Kansas ITEC Policy 1210 (<http://da.ks.gov/kito/itec/Policies/itecpolicy1210.htm>) which incorporates the Web Content Accessibility Guidelines (WCAG V2) and Section 508 accessibility guidelines. Websites/web-applications will be tested for accessibility before being placed in production by the testing team which will include but is not limited to testing using a screen reader (JAWS). For guidance on implementing the WCAG go to <http://webaim.org/standards/wcag/checklist>.

DCF will continue to expand its use of electronic storage and exchange of information. DCF and Contractors must take precautions to ensure the confidentiality and security of information. DCF expects that all Contractors have adequate password-protected desktops, along with firewall protection, and are HIPAA compliant with regard to the electronic data interchange, security, and privacy standards. Electronic interchange of data allows for information to be more efficiently transmitted. DCF will send as much information to Contractors as possible electronically and expects Contractors will do the same.

A. The Contractor shall:

- (1) Send the acknowledgment of referral to the regional office via e-mail. (Address will be provided by each regional office).
- (2) Directly enter Provider Information (foster parents, relatives and adoptive parents) into FACTS on the PROM screen for new providers, and update existing provider information to include, but not limited to:
 - (a) Provider last name
 - (b) Provider first name
 - (c) Provider type
 - (d) Provider status
 - (e) Status date
 - (f) Provider address
 - (g) Family Structure Code
 - (h) Provider Gender
 - (i) Provider DOB
 - (j) Provider Race
 - (k) Provider Ethnicity

Contractors shall cooperate with each other to complete this task. The case management entity enters PROM screen unless the child is placed in a home with a different sponsoring agency. Then the sponsoring agency shall cooperate and either provide or enter information requested/needed. Contractors shall review all information and update as necessary, including address changes and adding provider types as a provider's role changes (e.g., foster parent is now the adoptive parent).

- (3) Electronically retrieve new referral information from the CWCBS Contracts Website via the DCF web portal and allow this information to be downloaded into their computer system.
- (4) Submit all reports in Microsoft Excel ©.
- (5) Be capable of using Live Meeting.
- (6) Agree to work with DCF in this evolving technological environment and respond to new innovations as they are introduced.

B. DCF shall create a dataset file at case opening for electronic retrieval from the CWCBS website by the contractor. Case opening data fields include:

	CWCBS Report Field Name	SCRIPTS Equivalent	Screen-Field Name In FACTS	Size
1	Client ID	same	CASE Screen-Client ID	10
2	Client Name (last)	same	CASE last name	17
3	Client Name (first)	same	CASE first name	12
4	Client Name (MI)	same	CASE middle initial	1
5	Worker Name(last)		CASE Screen - Worker Name	17
6	Worker Name (first)		CASE Screen - Worker Name	12
7	Worker name (MI)		CASE Screen - Worker Name	1
8	DCF Region Number		CASE Screen -Worker # (First two numbers in the Worker number)	2
9	Worker County		CASE Screen-Worker # (3 rd and 4 th characters in the Worker number)	2
10	Case County	county	CASE Screen-County	2
11	Case ID	FACTS Case#	CASE Screen-Case Number	8
12	Event ID		SORT screen	8
13	Race code (1)		CASE/RACE	2
14	Race code (2)		same	2
15	Race code (3)		same	2
16	Race code (4)		same	2
17	Race code (5)		same	2
18	Ethnicity		MACL/Ethnicity	2
19	Date of Birth	same	CASE/DOB	8 (ccyyymmdd)
20	Sex	same	CASE/Sex	1
21	SSN	same	CASE/SSN	9

	CWCBS Report Field Name	SCRIPTS Equivalent	Screen-Field Name In FACTS	Size
22	Role Code	H=casehead C= child A=Adult	CASE/Role	1
23	Effective Status Date		INIT-PLAN/Eff dt (for resp status)	8 (ccyymmdd)
24	Street 1		MACL Screen -Address	25
25	Street 2		MACL Screen - Address	25
26	Zip Code		MACL Screen - Zip	5
27	Removal Reason 1		PLAN-INIT Screens - Removal Reason(s)	3
28	Removal Reason 2		same	3
29	Removal Reason 3		same	3
30	Removal Reason 4		same	3
31	Removal Reason 5		same	3
32	Removal Reason 6		same	3
33	Removal Date		INIT-PLAN Screens - Removal Date	8 (ccyymmdd)
34	Case Open Date		CASE Screen - Open Date	8 (ccyymmdd)
35	Service Action Date	Referral Start Date (Also used for Intake Date.)	INIT- RESP - EFF DT	8 (ccyymmdd)
36	Service Action Code	Possible Combinations: PR03N/FPC=F I PR09N/FPC=F O PR09N/FGC=FC	INIT- RESP Screens -SVC ACT	5

	CWCBS Report Field Name	SCRIPTS Equivalent	Screen-Field Name In FACTS	Size
37	Service Source Code		INIT- RESP - SVCSRC	3

- C. Over the life of the contract, improvements to systems and innovations in technology may facilitate data exchange of placement information, service information, or other case management information including but not limited to client ID, provider name, placement or service start, and other dates. In addition, changes to federal reporting requirements of child welfare data may require periodic changes to data attributes exchanged with the Agency, code values, or file structure, in accordance with federal guidance. Contractors shall work with the Agency to incorporate these changes.

5. COST PROPOSAL

Reintegration/Foster Care/Adoption
Cost Proposal Cover Sheet

Name of Submitting Organization: _____

(Per instructions in this section of the RFP, submit rates and costs proposals for each region for which a bid is being submitted)

Check the Region for which this Cost Proposal is being submitted.

Region 1 _____ Region 2 _____ Region 3 _____ Region 4 _____

Proposed Rates	Year 1	Year 2
Monthly Base Rate		
Monthly Case Rate		

Rates for Years 3 and 4 shall be negotiated prior to the start of year 3.

Separate Cost Proposals are required for each Region. Attach this sheet to the front of the Cost Proposal. Bids submitted for multiple regions may include narrative describing savings for efficiencies of being awarded more than one Region. Additional submission instructions follow.

5.1 **Cost Proposal:**

Cost proposals shall be submitted separately for each region for which the bidder is bidding. Each cost proposal shall be submitted separately from the technical proposal. Bidder shall complete and submit the Foster Care fiscal worksheet in Microsoft Excel (See embedded spreadsheet below). The Cost Proposal Cover Sheet reflecting the name of the submitting organization, region, and bid rates must be submitted with the proposal. The bid rates shall also be included in the 'Rates' tab of the embedded spreadsheet. All sections of the embedded spreadsheet shall be completed and submitted. Additional information that bidders deem as useful may be provided.



FC Fiscal Worksheet
in RFP.xlsx

5.1.1 Assumptions to be used in the bid:

For purposes of estimating the rates, see sections 5.2 through 5.3.

Each cost proposal must contain the following.

- 5.1.2
 - a) Audited financial statements with management letter for the previous two years.
 - b) Current unaudited financial statements will be accepted until 2012 audit is available.
- 5.1.3 Projected placements and related costs (Complete 'Placements' tab of embedded spreadsheet).
- 5.1.4 A pro forma budget for each of the first two (2) years of the contract (Complete 'Income Statement', 'Admin Salaries', 'Case Mgmt & Direct Services Sal', and 'Operating Expenses' tabs of embedded spreadsheet). Include an explanation of the organization's method of allocating indirect costs on the 'Indirect Costs' tab of the embedded spreadsheet. One-time startup costs that providers will experience for a limited time shall be separately identified on the pro forma income statements. The applicable categories and amounts shall be identified, as well as the number of years the expenses will be incurred.
Data will be provided in the Vendor Information File regarding historical placements. Bidders shall estimate the percentage of placements they project to fall into each category. The pro forma budgets shall include the costs for those children for whom no payment is received, Section 5.2.
- 5.1.5 An explanation of the organization's resources to demonstrate the ability to ensure solvency for the period of the contracts. This shall include, but not be limited to the following:
 - a) Cash balances – as supported by the organization's submitted balance sheet.
 - b) Other liquid assets - as supported by the organization's submitted balance sheet.
 - c) Line of credit – specify source and amount. Line of credit letters shall be provided prior to finalizing any awards.
 - d) Other sources of revenue that would be available, along with supporting documentation. These 'other sources' differ from what would be part of the routine 'Contributions' and 'Other – Specify' as requested on the Income Statement of the embedded spreadsheet. For this section, the objective is to ascertain what other revenue sources the organization has that could be used to prevent insolvency in the case of financial losses experienced by the contract.

5.2 **Payments:**

There is no advance funding for start-up costs. All payments will be made in accordance with the contract and the State of Kansas Prompt Payment Act.

5.2.1 Payment Structure:

Payments will be paid retrospectively. There will be two types of payments. There will be one monthly base payment per contract and a monthly case rate paid for each child in out-of-home (OOH) placement on the last day of the previous month. Payments will be processed by the third business day of each month. Payments will cease (no payment will be made) for the service month in which one of the following events occurs.

- a) The child is reintegrated with their family, i.e., returns to their home.
- b) The child achieves finalization of adoptive placement.
- c) The child is placed in permanent custodianship.
- d) The child is transferred to JJA (This action nullifies the 12 month aftercare requirement).
- e) The child is transferred to tribal custody (This action nullifies the 12 month aftercare requirement).
- f) The child is released from DCF custody for other reasons not specified above.

5.2.2 Caseload Assumptions. Bids shall be based on DCF's projected caseloads for Fiscal Year 2014. Assume caseloads for Fiscal Year 2015 will hold constant with the "Average Monthly Paid Caseload" projections for Fiscal Year 2014. The projected caseloads for each region will be provided in the Vendor Information File. There are two distinct caseloads that must be considered. First, there is the caseload for which the contractor receives a monthly payment. This is the caseload commonly referenced. Second, there is the caseload for which no monthly payment is received. These are the clients who re-enter out-of-home placement during the 12 month aftercare period (See Section 5.3.4 regarding "Continuing Responsibility of the Contractor"). The costs for these children shall be integrated into the rates. Please see the "Out-of-Home Foster Care Placement Utilization Report" in the Vendor Information File.

5.3 **Other:**

5.3.1 Payments to the contractors are intended to cover all non-Medicaid costs. For example, payments cover expenses related to placement services, child care for foster parents, education, services to achieve permanency, and developmental milestones of normal childhood activities such as driver's education and high school graduation regalia.

5.3.2 The medical card is available for all Medicaid eligible services (when Kan-Be-Healthy is current) including, but not limited to, physical, dental, optometry, Kan-Be-Healthy screenings, prescriptions, medically necessary transportation, pharmacological medication management by psychiatrist, Home and Community Based Waiver services, drug & alcohol treatment services, Local Education Agency services, and mental health services including Psychiatric Residential Treatment. Kan-Be-Healthy is the name that the state of Kansas uses to refer to the federal program of Early, Periodic, Screening, Diagnosis, and Treatment. These costs are **not** to be included in the bid rate.

If medical services are not approved to be paid by Medicaid, the cost of the service shall be the responsibility of the contractor.

5.3.3 Family. The Family shall be treated as an entire unit, although individual treatment needs of family members are the responsibility of the family; however, the contractor shall assist families in accessing needed services to prevent the removal and placement in out-of-home care of any siblings of the referred child(ren). Contractors shall provide help to the family or individual members of the family in accessing needed services.

5.3.4 Continuing Responsibility of the Contractor:

When the child has achieved permanency, as described in Section 5.2.1, the contractor shall continue to provide services to the child and family for 12 months from the date of permanency with no additional payments. Provided services shall be directed at preserving the family and preventing re-entry into out-of-home placement. Children re-entering out-of-home placement during this 12 month period shall have services provided by the contractor with no additional payment by DCF. Children who re-enter foster care after the 12 month period has ended will be considered a new referral.

5.4 **On-going Financial Requirements:**

- 5.4.1 Revenues and expenses applicable to the contracts must be tracked separately from the organization's other business operations. Additionally, if an organization is awarded contracts for more than one region, revenues and expenses must be tracked separately for each region. All funds received under this contract must be spent for the purposes of this contract.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the six (6) year post contract period. Delivery of and access to the records shall be at no cost to the state.

- 5.4.2 Contractors shall submit a copy of their annual certified public audit of the organization within 180 days of the organization's fiscal year end. These audit reports shall include separate audited income statements for each contract. This audit report shall be sent to:

DCF Office of Audit and Consulting Services
DSOB 8th Floor, 915 SW Harrison
Topeka, Kansas 66612

- 5.4.3 Contractors shall comply with all applicable requirements in DCF Recipient Monitoring Policy, current and as revised, posted at: <http://www.dcf.ks.gov/Agency/GC/Documents/Audits/Recipient%20Monitoring%20Policy.pdf>. The policy requires the contractor to undergo an annual A-133 audit, which presumes adherence to OMB circular A-122 cost principles. The contractor shall be liable for costs determined to be un-allowed by the federal government. DCF will be responsible for providing information on federal funds to each contractor based on encounter data and RMTS results.

- 5.4.4 Contractors shall submit quarterly fiscal reports in Microsoft Excel. The reports shall include the following:

- a) Annual budget for the contract for the current year.
- b) Current balance sheet. If the contractor is part of a subsidiary, the contractor shall submit the balance sheet for that subsidiary. If the contractor is a division, the contractor shall submit the balance sheet for the parent company.
- c) YTD income statement for the contract operations only. The Income Statements shall include the same expense categories as the pro forma Income Statements submitted as part of the original proposal.
- d) These fiscal reports shall be submitted on the following schedule:

July 1 through September 30 is due no later than the following November 30.
October 1 through December 31 is due no later than the following February 28.
January 1 through March 31 is due no later than the following May 31.
April 1 through June 30 is due no later than the following August 31.

If the contractor fails to meet the deadlines defined above, DCF will deduct five percent of the contractor's payment each month until the report is received.

- 5.4.5 Contractors' staff shall participate in the Contractor Random Moment Time Study (RMTS).

Training will be provided by DCF on an as-needed basis. Contractors are required to provide training to existing and new staff before the individuals can participate in RMTS sampling. See Vendor Information File for details.

Contractors shall make reasonable and sufficient efforts to submit accurate and timely employee roster updates, ensure staff complete all RMTS samples accurately and timely (including validation requests), and ensure that coordinators are responsive to requests from the DCF RMTS manager. DCF will measure the following standards of compliance to determine whether contractors are making adequate efforts:

- a) Roster Updates for the next calendar quarter submitted by the 15th day of the last month of each calendar quarter.
- b) 95% of initial samples, excluding non-strikes (activity 9970 Leave (vacation), activity 9980 Not Available (not scheduled to work), activity 9990 Invalid (vacant position), and No Responses), are completed within two business days.
- c) No more than one (1) No Response per contractor per calendar quarter. DCF will make every reasonable effort to assist the contractor in obtaining responses to all “no responses” before the quarterly RMTS is closed.
- d) No more than one (1) invalid combination per contractor per calendar quarter.
- e) All RMTS responses, validations, and requests for information for each calendar quarter submitted to DCF by the 10th of the month following the end of each calendar quarter.

If a contractor fails to meet these criteria for any two consecutive quarters, DCF may withhold ten percent of future monthly base payments. Withholding will cease and withheld funds will be paid when successful progress addressing deficiencies has been made. A key point of consideration in determining whether a contractor is making reasonable and sufficient efforts is the risk the contractor poses to the reliability and statistical validity to the entire quarterly sample. It is DCF’s intent to work with contractors to resolve issues and to ensure that all contractors successfully meet RMTS obligations.

5.4.6 Contractors shall report all services provided under their contract through the submission of encounter data. See Vendor Information File for details. Encounters are used to claim federal funds. Therefore, it is imperative that encounters are reported timely and accurately with supporting documentation available for audit purposes. DCF will measure the following standards of compliance to determine whether contractors are making adequate efforts:

- a) At the end of each month, 98% of encounters submitted within last 2 years are marked as “accepted” in SCRIPTS.
- b) At the end of each month, 100% of placement encounters for the previous month will be receipted into SCRIPTS as either accepted or rejected.
- c) At the end of each month, 100% of clients who received a visit the previous month will have a Worker/Child Visit Encounter submitted.

If a contractor fails to meet these criteria for any two consecutive quarters, DCF may request ten percent of future monthly base payments be returned to DCF. The reduction will cease and returned funds will be paid when successful progress addressing deficiencies has been made. A key point of consideration in determining whether a contractor is making reasonable and sufficient efforts is the risk the contractor poses to the completeness of the federal claim for Title IV-E funds. It is DCF’s intent to work with contractors to resolve issues and to ensure that all contractors successfully meet these encounter obligations.

State of Kansas
Department of Administration
DA-146a (Rev. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.